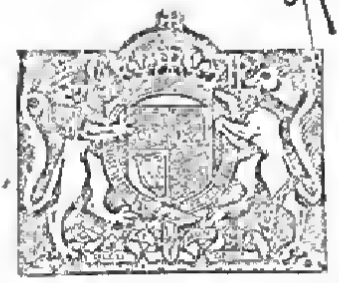
Reg. No. 1—M.



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...tions by Government.

CONTENTS.

	PAGE
Investiture of Poonia	1407, 1408
Notifications:	
Negotiable Instruments Act	1404
Code of Criminal Procedure	1405
List of unhealthy localities—Mannadur village in the Chittur district included	1408
Land Acquisition Act	1408, 1408, 1409–1421, 1423, 1424, 1425–1425
Indian Christian Marriage Act	1406, 1407
Madras Civil Courts Act	1406
Cantonments Act	1406
Madras Agricultural Pests and Diseases Act	1421, 1422
Criminal Tribes Act	1424
Kanakkathur Electric Licence	1424
Tuticorin-Palghat Railway—Construction sanctioned	1425
Papers placed at the disposal of the Press	1425

Supplements:
Madras Motor Vehicles Rules (Draft amendment)—Tamil, Kanarese and Malayalam.

PUBLIC DEPARTMENT.

NOTIFICATIONS.

Fort St. George, September 2, 1927.

No. 293.—The Governor in Council is pleased to grant, under sub-section (2) of section 36 of the Government of India Act, to the Hon'ble Mr. T. E. MOIR, C.S.I., C.I.E., a Member of the Council of the Governor of Madras, leave of absence for urgent reasons of health for a period of four months with effect from the forenoon of 2nd September 1927.

No. 294.—A temporary vacancy having occurred in the office of a Member of the Executive Council of the Governor of Madras by the departure on leave of the Hon'ble Mr. THOMAS EVERSON MOIR, Companion of the Most Exalted Order of the Star of India, Companion of the Most Eminent Order of the Indian Empire, the Governor in Council has been pleased to appoint, under the provisions of sub-section (3) of section 52 of the Government of India Act, Mr. NEIL MACMICHAEL, Companion of the Most Exalted Order of the Star of India, to be a Temporary Member of the said Council.

The Hon'ble Mr. NEIL MACMICHAEL has, on the forenoon of this day, taken upon himself the execution of his office.

LEAVE.

Fort St. George, August 26, 1927.

No. 295.—Under rule 61 of the Fundamental Rules, Mr. M. Shihab-uddin, I.C.S., leave on average pay for two months from 1st September 1927 or date of relief.

Fort St. George, September 2, 1927.

No. 296.—Under rule 81 of the Fundamental Rules, Mir Zyn-ul-din Shib Bahadur, District and Sessions Judge, East Khandesh, leave on average pay for one month from date of relief.

APPOINTMENTS.

Fort St. George, September 2, 1927.

No. 297.—Consequent on the appointment of Mr. N. Macmichael, C.I.E., I.C.S., as a Temporary Member of Council, the following appointments are notified :—

(1) Mr. P. L. Moore, C.I.E., I.C.S., Third Member of the Board of Revenue and Acting Second Member, to act as First Member of the Board of Revenue ;

(2) Mr. H. A. B Vernon, I.C.S., Collector, acting as Third Member of the Board of Revenue, to act as Second Member of the Board of Revenue ;

(3) Mr. H. L. Brailwood, I.C.S., Collector and District Magistrate, Chittoor, to act as Third Member of the Board of Revenue, Commissioner of Land Revenue and Settlement and Inam Commissioner.

No. 298.—M.R.Ry. T. N. Lakshmana Rau Avargal, Subordinate Judge, Negapatam, to act temporarily as District and Sessions Judge, East Tanjore, during the absence on leave of Mir Zyn-ad-din Sahib Bahadur.

No. 299.—Mr. A. G. Leach, I.C.S., Acting Collector and District Magistrate, North Arcot, to act as Collector and District Magistrate of the Mettur (temporary) district and to be Special Revenue Officer for the Cauvery (Mettur) Irrigation Project.

No. 300.—Mr. J. A. Thorne, I.C.S., Headquarters Sub-Collector and Additional District Magistrate, Tanjore, to act as Collector and District Magistrate, North Arcot, in relief of Mr. A. G. Leach, I.C.S.

No. 301.—Mr. S. V. Ramamurti, I.C.S., on his return from leave, to be Headquarters Sub-Collector and Additional District Magistrate, Tanjore

H. G. STOKES,
Acting Chief Secretary.

NOTIFICATIONS.

Fort St. George, November 3, 1926
(G.O. No. 947, Public).

No. 340.—Under the explanation to section 25 of the Negotiable Instruments Act, 1881 (Act XXVI of 1881), the Governor in Council hereby declares that, in addition to the public holidays expressly defined as such in the said explanation, viz., Sundays, New Year's Day (Saturday the 1st January), Christmas Day (Sunday, the 25th December), Monday (26th December) and Good Friday (15th April), the following days shall be holidays in the year 1927 :—

Friday, the 9th September ..	Bara-Wafat.
Wednesday, the 5th October.	Ayndha Puja.
Monday, the 24th October ..	Dipavali.
Tuesday, the 27th December, Thursday, the 29th December.	Christmas.
Friday, the 30th December, Saturday, the 31st December.	Christmas.

NOTE.—No day is notified as a holiday for the following as it falls on Sunday :—

Mahalaya Amavasai ..	25th September.

2. The Governor in Council further notifies that on the following days, which are not declared to be public holidays under statutory provision all public offices in the Presidency town and in the mufassal will be closed with the exception of (1) the Customs Office, (2) the Reserve Treasury and Paper Currency Office and (3) the General Stamp Office (which will be open from 11 a.m. to 1 p.m.) :—

Penultimate Saturday in each month.	
Thursday, 22nd December .. Friday, the 23rd December. Wednesday, the 28th December.	Christmas.

A. Y. G. CAMPBELL,
Chief Secretary.

Fort St. George, September 2, 1927
(G.O. Mis. No. 817, Public).

No. 302.—The following notification of the Government of India is republished :—

HOME DEPARTMENT.

ESTABLISHMENTS.

Simla, the 17th August 1927.

No. F.-17/28/27.—The following resolution made by the Secretary of State for India in Council is published for general information :—

'In exercise of the powers conferred by sub-section (2) of section 96-B of the Government of India Act, the Secretary of State, with the concurrence of the majority of votes at a meeting of the Council of India held this 28th day of June 1927, hereby directs that the amendment to the Superior Civil Services (Revision of Pay, Passage and Pension) Rules, 1924, which affected the portion of Schedule I to those Rules relating to the Indian Audit and Accounts Service, and which was made on 16th February 1926, shall in its relation to promoted subordinates, have effect from that date and not earlier.

Fort St. George, September 2, 1927
(G.O. Mis. No. 818, Public).

No. 303.—The following notification of the Government of India is republished :—

HOME DEPARTMENT.

ESTABLISHMENTS.

Simla, the 22nd August 1927.

No. F.-18/2/27.—In exercise of the powers conferred by rule 16 of the Superior Civil Service (Revision of Pay, Passage and Pension) Rules, 1924, the Governor General in Council, with the sanction of the Secretary of State in Council, is pleased to add the following post to the miscellaneous posts included in Schedule I to the said Rules :—

Assistant Examiner of Questioned Documents, Home Department, Government of India, basic pay Rs. 400—50—600—800—50—1,000—1,000—50—1,250, overseas pay 1st to 4th year Rs. 150, 5th year £15, 6th to 11th year £25 and 12th and subsequent years £30.

H. G. STOKES,
Acting Chief Secretary.

JUDICIAL DEPARTMENT.

LEAVE.

Fort St. George, September 2, 1927.

No. 154.—Mr. E. J. Rawlondson, Officiating Deputy Inspector-General of Police, Southern Range, leave on average pay for five months and ten days and on half average pay for six months and twenty days in continuation thereof, with effect from the date of relief.

CONFIRMATIONS.

Fort St. George, September 1, 1927.

No. 155.—Messrs. F. L. Underwood and B. W. Lane are confirmed as Assistant Superintendents of Police in the Indian Police Service with effect from 7th July 1927.

NOTIFICATIONS.

Fort St. George, August 28, 1927
(G.O. Mis. No. 361, Judicial).

No. 158.—In exercise of the powers conferred by clause (*s*) of sub section (1) of section 4 of the Criminal Procedure Code, 1898, the Governor in Council is pleased to declare that, with effect from 1st September 1927, the places noted in column (3) of the Schedule hereto appended shall cease to be included in the local areas of the police stations noted in column (2) and that the place named in column (5) shall be a police station including within its local area the places noted in column (3) of the schedule.

SCHEDULE.

Circle in which at present included. (1)	Police station to which at present included. (2)	Name of villages. (3)	Circle in which hereafter situated. (4)	Police station to which hereafter attached (5)
Cuddalore	Tirunavalur	The parts of the following villages which are included in the newly constituted Mattur revenue division.—	Bhuvanai.	Mattur.
Chidambaram	Annamalai Nagar	Sambath		
		Mukkadu		
		Navapatti		
		Palanabi		
		Kannamuchi		
	Tirunavalur	Pettaneri Nalla Ravindapatti.		
		Pudur (Veeranmal).		
		Kolnayakampatti.		
	Mechari	Gomur		

Fort St. George, August 28, 1927
(G.O. Mis. No. 383, Judicial).

No. 167.—In exercise of the powers conferred by clause (*s*) of sub-section (1) of section 4 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to direct that, with effect from the date from which the line is opened, the railway line shown in column (3) and lying within the limits of the circle and station noted in columns (1) and (2) respectively will be attached to the circle and station noted in columns (4) and (5) respectively.

SCHEDULE.

Circle in which Ellaboo included. (1)	Police station to which attached. (2)	Particulars of the railway line (3)	Circle to which now included. (4)	Police station to which now attached (5)
Villupuram.	Villupuram Local Police station.	From Villupuram to Vridhachalam.	Madras-Egmore Railway Police Circle.	Villupuram Railway Police Station
Tirukkoyilur.	Tiruvennainallur.			
	Ulundurpet.			
Vridhachalam.	Vridhachalam.			
Trichinopoly Town Circle.	Trichinopoly Fort.	From Golden Rock to Srirangam.	Trichinopoly Railway Police Circle.	Trichinopoly Railway Police Station
Golden Rock Circle.	Golden Rock			

H. G STOKES,
Acting Chief Secretary.

FINANCE DEPARTMENT.

LEAVE.

Fort St George, August 29, 1927.

No. 125.—M.R.Ry. Rao Bahadur V. Gopalakrishna Ayyar Avargal, Assistant Secretary to Government, Finance Department, leave on average pay for one month, from the 1st September 1927.

APPOINTMENT.

No. 126.—M.R.Ry T. A. Srinivasaraghava Ayyangar Avargal, Superintendent, Finance Department, to act as Assistant Secretary, Finance Department, during the absence of M.R.Ry Rao Bahadur V. Gopalakrishna Ayyar Avargal, on leave

NOTIFICATIONS.

Fort St George, August 15, 1927
(G.O. No. 507, Finance (Codes)).

No. 127.—In G.O. No. 513, Finance (Codes), dated 26th June 1926, issuing financial rules for the invitation of competitive tenders for the supply of articles, etc., it was laid down that security should in all cases be taken for the due fulfilment of a contract and that such security may be in cash, Government Securities, Municipal Debentures, Port Trust Bonds, etc. A question has been raised by the Accountant-General as to the value at which Government Securities, Municipal Debentures and Port Trust Bonds should be accepted and he has suggested that they should be valued at their face value or market price whichever is less. The Government are pleased to accept the suggestion and hereby direct that where Government Securities, Municipal Debentures or Port Trust Bonds are tendered as security by contractors for the due fulfilment of a contract, they should be accepted at their face value or at market price whichever is less.

It should be noted that the orders in note 3 under article 76 of the Madras Financial and Account Code regarding the periodical adjustment of the value of Government and other securities are not intended to be applied to securities taken from *contractors*, which are kept for comparatively short periods unlike securities taken from Government servants.

2. This order will apply to all departments including the Public Works Department.

3. The necessary amendments to the Madras Financial and Account Code and the Madras Public Works Department and Public Works Account Codes will issue separately.

Fort St. George, August 16, 1927
(G O No. 559, Finance).

No. 128.—The following resolution of the Government of India is republished :—

FINANCE DEPARTMENT.

Simla, the 6th August 1927.

[*Subject.*—Inclusion of the Andhra University in the list of Universities approved for the purposes of the Indian Audit and Accounts Service, the Military Accounts Department and the Imperial Customs Service Examination Rules.]

No. F. 35/VII/F.E.—The Governor-General in Council has approved the addition of the Andhra University provisionally to the list of approved Indian Universities (notified in this department Resolution No. F. 35/I/F.E., dated the 25th April 1927, for the purposes of rule 8 of the rules published therewith) for the examination to be held in December 1927 for admission to the Indian Audit and Accounts Service, the Military Accounts Department and the Imperial Customs Service.

G. T. BOAG,
Secretary to Government.

Fort St. George, September 2, 1927
(G.O. Mis., No. 621, *Finance).*

No. 129.—Mamandur valley in the Chittoor district will be included in the list of unhealthy localities specified in paragraph 1 of G.O. No. 773, Finance, dated 31st August 1923, as amended by subsequent Government orders

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Fort St. George, September 1, 1927
(G.O. Mis. No. 915, *Finance).*

No. 130.—In exercise of the powers conferred by Fundamental Rule 44 and in pursuance of the provisions of Fundamental Rule 5, the Governor acting with the Ministers hereby directs that the following amendment to Travelling Allowance Rule 98 will be issued :—

Insert after the words "Government service" in line 6 the following :—

"and an Indian Medical Service Officer in civil employ who has to make a journey in order to obtain the periodical certificate of physical fitness for active service."

Fort St. George, August 10, 1927
(G O. No. 558, *Finance).*

No. 131.—In exercise of the powers conferred by Fundamental Rule 101 and in pursuance of the provisions of Fundamental Rule 5, the Governor in Council and the Governor acting with the Ministers hereby direct that the following be added to subsidiary rule 4 under Fundamental Rule 101 (*b*) :—

"If the medical officer certifies that the injury or disease necessitates detention in hospital, that there is no hospital within convenient distance to which the patient may be sent and that home treatment is possible, treatment as an out-patient may be considered to be detention in hospital for the purpose of this sub-rule."

ACQUISITION OF LAND.

Fort St. George, August 27, 1927.

Under section 3, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 1·17 acres, be the same a little more or less, is needed for a public purpose, to wit, for development of the Salt Factory; and, under sections 3 and 7 of the same Act, the Revenue Divisional Officer, Mayavaram, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Mayavaram, and may be inspected at any time during office hours.

Tanjore district, Mayavaram taluk,
No. 177. Poraiyar village

	Acs.
Government, nilham, S. No 224-1 part, belonging to Chunthathiri Matha koil trustee Lazar Mudaliyar, bounded on the north by No 224-1 part, east by No. 224-2, south and west by No. 221-1 part.	0·32
Government, nilham, S. No. 224-1 part, belonging to Chunthathiri Matha koil trustee Lazar Mudaliyar, Krishnammal, Aghandathammal and Pakiri Padayachi, bounded on the north, east and south by No. 221-1 part, west by No. 224-2	0·21
Government, nilham, S No 224-1 part, belonging to Chunthathiri Matha koil trustee Lazar Mudaliyar, Rayalu Nayudu and Swamiatha Pillai, bounded on the north and east by No. 221-1 part, south by No 398, west by No 224-1 part ..	0·63
Total ..	1,17

E. C. WOOD,
Deputy Secretary to Government.

(Ecclesiastical.)

LEAVE.

Fort St. George, September 1, 1927.

No. 147.—The Reverend Hugh Jones, M.A., B.D., Senior Chaplain on the Madras Ecclesiastical Establishment (Church of England), leave on average pay for seven months and twenty-nine days from the 25th October 1927 or date of departure.

MARRIAGE LICENCES.

Fort St. George, August 26, 1927.

No. 148.—The licences granted under sections 6 and 9 of the Indian Christian Marriage Act, 1872, to the undermentioned gentlemen on the dates noted against their names are hereby cancelled :—

The Reverend Packiam Samadanam of the Tamil Evangelical Lutheran Church in the district of Tanjore—3rd August 1926.

Fort St. George, August 27, 1927.

The Reverend Royappen Devasagayam of the Church of Sweden Mission in the district of South Arcot—2nd September 1920.

No. 149.—The licences granted under section 9 of the Indian Christian Marriage Act, 1872, to the undermentioned gentlemen on the dates noted against their names are hereby cancelled:—

M.R.Ry. Muttangi Jacob Garu alias Atchayya of the American Baptist Telugu Mission in the Guntur district—29th July 1921.

Fort St. George, August 29, 1927.

Mr Yerdiki Jacob of the London Missionary Society, Purasamula in the district of Kurnool—17th July 1919.

Mr. Sanagalagudur Bengi of the London Mission, Akumalla in the district of Kurnool—11th January 1922.

Mr. Sanagalagudur John of the London Mission, Neravada in the district of Kurnool—11th January 1922.

Fort St. George, August 27, 1927.

No. 150.—Under section 6 of the Indian Christian Marriage Act, 1872, the Government sanction the issue of licences to the undermentioned gentlemen to solemnize marriages within the territories under the administration of the Government of Madras, in accordance with the provisions of the said Act:—

The Reverend Royappen Devasagayam of the Tamil Evangelical Lutheran Church, residing at Perayar in the taluk of Mayavaram in the district of Tanjore.

Fort St. George, August 26, 1927.

Mr. Saveriappan A. Jacob, L.TH. of the American Madura Mission, residing at Sevalpatti in the taluk of Mudukulattur in the district of Ramnad.

No. 151.—Under section 9 of the Indian Christian Marriage Act, 1872, the Government sanction the issue of licences to the undermentioned gentlemen to grant certificates of marriage between Indian Christians in accordance with the provisions of the said Act, within the territories under the administration of the Government of Madras:—

Mr. Saveriappan A. Jacob, L.TH. of the American Madura Mission, residing at Sevalpatti in the taluk of Mudukulattur in the district of Ramnad.

Mr Upparapalli Barnabas of the London Mission Telugu Church Council, residing at Maddanur, Jammalamadugu taluk, Cuddapah district.

Mr. Joseph Jacob of the London Mission Telugu Church Council, residing at Rayachoti, Rayachoti taluk, Cuddapah district.

Fort St. George, August 27, 1927.

The Reverend Royappen Devasagayam of the Tamil Evangelical Lutheran Church, residing at Perayar in the taluk of Mayavaram in the district of Tanjore.

Fort St. George, August 29, 1927.

Mr. Akumalla Israel of the London Mission Telugu Church Council, residing at Koilkuntla in the taluk of Koilkuntla in the district of Kurnool.

Mr. Kondajattar Barnabas of the London Mission Telugu Church Council, residing at Singanapalle in the taluk of Koilkuntla in the district of Kurnool.

G. T. BOAG,
Secretary to Government.

LAW DEPARTMENT.
(General.)

EXTENSION OF LEAVE.

Fort St. George, September 2, 1927.

No. 598.—M.R Ry T. Sundaram Ayyar Avargal, acting Additional Subordinate Judge, Repalle, extension of leave on half average pay for three days from the 2nd to the 4th September 1927 inclusive.

APPOINTMENT AND POSTING.

Fort St. George, August 30, 1927.

No. 600.—M.R.Ry. T. Ananta Acharya Avargal, District Munsif, Tanjore, is appointed to act as Subordinate Judge and posted to the Sub-Court, Negapatam, *vice* M.R.Ry. T. N. Lakshmana Rao Avargal appointed to act as District Judge.

PROMOTIONS.

Fort St. George, August 29, 1927.

(Consequent on the increase in the number of permanent Subordinate Judges by one, with effect from the 1st April 1927.)

No. 601.—M.R Ry. K. Sourirajulu Nayudu Garu, Subordinate Judge, provisionally substantive, to be Subordinate Judge, permanent.

No. 602.—M.R.Ry M. R. Sankara Ayyar Avargal, temporary Subordinate Judge, to be Subordinate Judge, provisionally substantive.

(Consequent on the retirement of Mr. A. P. P. Saidanha, Subordinate Judge, with effect from the 1st July 1927.)

No. 603.—M R.Ry. P. G. Rama Ayyar Avargal, Subordinate Judge, provisionally substantive, to be Subordinate Judge, permanent.

No. 604.—M.R.Ry. O. S. Narayanaswami Ayyar Avargal, temporary Subordinate Judge, to be Subordinate Judge, provisionally substantive.

WITHDRAWAL OF POWERS.

No. 605.—Under the provisions of section 41 of the Code of Criminal Procedure, 1898, the Governor in Council withdraws the powers of a Special Magistrate for the area comprised within the jurisdiction of the Beach of Magistrates at the place specified against their names conferred on the undermentioned persons who have resigned their appointment:—

M.R Ry. Rao Bahadur Jagathabi Chelvaranga Raju Avargal Miss Eva Dorothy Birdseye	Saidapet in the district of Chingleput.

Fort St. George, September 1, 1927.

M.R Ry. Sholinghapuram Asuri Parthasarathi Sadagopa Acharyar Avargal—Sholingur in the district of North Arcot.

INVESTITURE OF POWERS.

No. 606.—Under section 357 of the Code of Criminal Procedure, 1898, the undermentioned officers in the districts specified against them are authorized to take down the evidence of witnesses with their own hand in the English language:—

M.R.Ry. T. N. Lakshmana Rao Avargal, Acting Sessions Judge—East Tanjore.

Fort St. George, September 2, 1927.

M.R.Ry. Coimbatore Madhava Rao Vyasa Rao, Deputy Tahsildar and Sub-Magistrate—Salem.

Fort St. George, September 1, 1927.

No. 607.—The Governor in Council is pleased to appoint the undermentioned gentlemen to be Special Magistrates for the areas comprised within the jurisdiction of the Bench of Magistrates at the places specified against their names with the powers and subject to the terms and conditions specified in Notification No. 737, Home (Judicial), dated the 13th August 1919, published at pages 1040 and 1041 of Part I of the *Fort St. George Gazette*, of the 26th idem as amended by subsequent notifications :—

M.R.Ry Mysur Jivaratna Mudaliyar, Sub-Registrar, Sholingur—Sholingur in the district of North Arcot.

Fort St. George, September 2, 1927.

M.R.Ry. Neeli Kuratallayya Garu—Dharmavaram in the district of Anantapur.

NOTIFICATIONS.

Fort St. George, August 30, 1927.

No. 509.—Under section 6 of the Madras Civil Courts Act, 1873, the Local Government sanction the appointment of a Subordinate Judge for the district of Bellary and under section 5 of the same Act direct that the said court shall hold its sittings at Bellary with effect from the 16th September 1927, and the court shall be styled "The Court of the Subordinate Judge, Bellary." The local Government further direct under section 10 of the said Act that the Judge of the said court shall have and exercise local jurisdiction throughout the district of Bellary.

Fort St George, September 2, 1927
[*G.O Ms. No* 2727, *Law (General)*].

No. 609.—Under section 4 of the Madras Civil Courts Act, Act III of 1873, as amended by Madras Act III of 1925, the Local Government, after consultation with the High Court, are pleased to direct that the number of District Munsifs to be appointed to the District Munsif's Court, Arni, in the North Arcot district, shall be two with effect from the 16th September 1927.

Fort St. George, September 1, 1927
[*G.O. Ms. No* 2705, *Law (General)*].

No 610.—Under sub-section (1) of section 16 of the Cantonments Act, 1924, the Local Government are hereby pleased to fix the 28th September 1927, as the date on which the ordinary election for filling up vacancies arising in the Cantonment Board, Wellington, by efflux of time shall be held.

P. SITARAMAYYA,
Secretary to Government.

REVENUE DEPARTMENT.

APPOINTMENT AND POSTING.

Fort St. George, September 2, 1927.

No. 253.—The following appointment and posting of a deputy collector is ordered :—

M.R.Ry. Rao Sahib J. Swami Sastri Pantulu, Huzur Sarishtadar, Guntur, to act as Deputy Collector, general duty, Cuddapah.

POSTINGS.

Fort St. George, September 3, 1927.

No. 254.—The following posting of a deputy collector is ordered :—

M.R.Ry. T. Rajaratna Mudaliyar Avargal, on return from leave, to general duty, North Arcot.

Fort St. George, September 1, 1927.

No. 255.—The following posting of a survey officer is ordered :—

M.R.Ry. D. Venkatachala Ayya Garu, Assistant Director of Survey, to be Officer in charge of No. V Survey Party, Cocanada.

CONFIRMATIONS.

Fort St. George, September 2, 1927.

No. 256.—The following acting deputy collectors are confirmed as deputy collectors in the ordinary time-scale of the deputy collectors cadre with effect from the date and in the vacancy noted against each :—

Muhammad Salton Muhi-ud-din Mukhari Sahib Bahadur—5th July 1927 ; Suspension of the leave of M.R.Ry. T. S. Jambunadha Ayyar Avargal.

M.R.Ry. M. Somaraju Chetti Garu—16th July 1927 ; Retirement of M.R.Ry. V. Venkanna Pantula Garu.

DISMISSAL.

Fort St. George, August 30, 1927.

No. 257.—It is hereby notified that M. P. Raja Rao, Clerk, Assistant Agent's Office, Polavaram, East Godavari district, has been dismissed from public service and that he should not be re-employed in service under any department of Government.

NOTIFICATIONS.

Fort St. George, August 26, 1927
[*G.O. Ms. No.* 1865, *Revenue*].

No. 258.—In continuation of the notification relating to the acquisition of land for the Trichinopoly-Pudukkottai-Karaikudi Railway line published at page 1299 of Part I of the *Fort St. George Gazette*, dated 26th July 1926, the Governor in Council directs that in view of the urgency of the case the provisions of section 5 A of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amending Act XXXVIII of 1923 shall not apply to the acquisition of the waste or arable lands required for the Trichinopoly-Pudukkottai-Karaikudi Railway line.

No. 259.—In continuation of the notification relating to the acquisition of land for the Arantangi-Manamadura Railway line published at page 2413 of Part I of the *Fort St. George Gazette*, dated 30th November 1926, the Governor in Council, under section 48 (1) of the Land Acquisition Act, hereby withdraws from the acquisition of land required for the Arantangi-Karaikudi section of the Arantangi-Manamadura line.

No. 260.—In continuation of the notification relating to the acquisition of land for the Arantangi-Manamadura Railway line published at page 2413 of Part I of the *Fort St. George Gazette*, dated 30th November 1926, the Governor in Council hereby directs that in view of the urgency of the case the provisions of section 5-A of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amending Act XXXVIII of 1923 shall not apply to the acquisition of the waste or arable lands required for the Karaikudi-Manamadura section of the Arantangi-Manamadura Railway line.

Fort St. George, August 30, 1927
(*G.O. Mis. No.* 1761, *Revenue*).

No. 261.—In exercise of the powers conferred by section 91 of the Indian Registration Act, 1908 (XVI of 1908), the Local Government are pleased to make the following amendment to the rules regulating the inspection and grant of copies of the documents and maps specified in section 90 of the said Act issued with Revenue Department notification No. 414, dated 1st August 1893 and published at pages 1605 and 1606 of Part I of the *Fort St. George Gazette*, dated 29th August 1893:—

AMENDMENT.

For rule 2 of the said rules the following shall be substituted, viz.—

Whenever the document referred to in such application belongs to a year previous to the current calendar year a search fee according to the subjoined scale shall be deposited by the applicant with the head ministerial officer as soon as the application has been admitted:—

	As.
(*a*) Fee payable for the first document or entry applied for, or if only one document or entry is applied for, then for that document or entry ..	12
(*b*) Fee payable for every document or entry other than the first included in the same application, and connected with the same subject	6
(*c*) When the party does not know to which of two or more years a document or entry, belongs, the fee for searching the records of every year other than the first shall be ..	6

ACQUISITION OF LANDS.

Fort St. George, August 30, 1927.

Under section 6, Act I of 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the land mentioned below and measuring 0·21 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the construction of the Cocanada-Kotipalli Railway; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Cocanada, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Cocanada, and may be inspected at any time during office hours.

East Godavari district, Cocanada taluk,
No. 30, Repura village.

	Acre.
Zamindari, jirayati, dry, No. 89-1 7-A, belonging to Geesala Appanna, son of Ramanna and Geesala Venkamma, son of Narsimmma, bounded on the north by No 89-1 6-A; east by No 89-1 7-B; south by No. 89-1 7-A; west by No 89-1 8 ..	0 21

NOTE.—The enfeoffment for the above land is the Maharaja of Pithapuri.

Fort St. George, August 26, 1927.

Under section 6 of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the waste or arable land mentioned below and measuring 2·79 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Guntur-Gurazala-Macherla Railway and under sections 3 and 7 of the same Act the Special Deputy Collector, No. I Division, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. Under sub section (1) of section 17 of the Act the Governor in Council further directs that the possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in section 9 (1) of the Act. A plan of the land is kept in the office of the Special Deputy Collector and may be inspected at any time during office hours.

Guntur district, Sattenapalle taluk,
Sattenapalle village.

	Acs.
Government, dry, T.S. No. 269 B-4 A, pattadars Maddi Rosayya, Rattayya, Seetayya, Maddi Venkatratnam being minor, guardian maternal grandmother Gudivada Rayamma, and Maddi Rayayya being minor, guardian mother Sundaramma; khatadars Maddi Venkatratnam being minor guardian maternal grand mother Gudivada Rayamma and Maddi Rayayya being minor guardian mother Sundaramma, bounded on the north and east by T.S. No. 269 B-4 B, south by T.S. No. 275 B-1 A, west by S. No 374	0 37
Government, dry T.S. No 273 B-1 A, pattadars and khatadars same as noted against T.S. No 269 B-4 A, bounded on the north by T.S. No. 269 B-4 A, east by T.S. No 273-B-1 B; south by T.S. No 274-B-1, west by S. No 375	0 84
Government, dry, T.S. No 273 B-2 A, belonging to Bonta Pedo Ellamanda, bounded on the north by T.S. No 273-B-1 A; east by T.S. No 273 B-2 B; south and west by T.S. No. 274 B-1	0 01
Government, dry, T.S. No 274 B-1, pattadars Reyidi Appanna, Kotappa, Ramaswami and Rattam, khatadars Reyidi Kotappa Ratnam, Manikyam, Vishalmeeri and Narayana, bounded on the north by S. No. 375, east by T.S. No 273 B-1 A; south by T.S. No. 274-B-2, west by T.S. No. 273 B-2	1 50
Government, dry, T.S. No. 278-B-2, belonging to Bonta Bellappa, bounded on the north by S No. 370, east by T.S No 274-B-1, south by T.S. Nos 278 B-3 and 279 1 B-1, west by T.S. No. 278-B-1	0·25
Government, dry, T.S No. 279-1 B-1, pattadar Reyidi Kotappa, khatadar Reyidi Kotappa, son of Sundararamanna, bounded on the north by T.S No xii, east and south by T.S No. 279-1 B-2, west by T.S. No 278 B-2	0·02
Total ..	2 79

Under section 6, Act I of 1894, the Governor in Council hereby declares that the land mentioned below and measuring 0·08 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the construction of a rest-shed at Malkonagiri near Addumanda in Koraput taluk; and, under sections 3 and 7 of the same Act, the Deputy Tahsildar, Koraput, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Deputy Tahsildar, Koraput, and may be inspected at any time during office hours.

Vizagapatam district, Koraput taluk,
Malkanagiri near Addumanda village.

	Acre.
Estate jirayati, dry, unsurveyed, owner Maharaja of Jeypore, occupier Jinna Paroka and Uju Chandah bounded on the north, east, south and west by Bono Gocha Pedda	0·08

Fort St. George, August 30, 1927.

Whereas it appears to the Government that the undermentioned arable lands situated in the village of Periyakurichchi, Vriddhachalam taluk, South Arcot district, are needed for a public purpose, to wit, for the realignment of the Cuddalore-Vriddhachalam Railway, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Revenue

Divisional Officer, Chidambaram, and his subordinates and the South Indian Railway subordinates and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 17 (4) of the Act, the Governor in Council further directs that, in view of the urgency of the case, the provisions of section 5-A of the Act shall not apply to this case.

South Arcot district, Vriddhachalam taluk, Periyakurichchi village.

	Acs.
Government, dry, R.S. No. 42 B-5 B, belonging to Rs. Ratna Padayachi, bounded on the north by S. No. 42 B-5 A; east by No. 42 B-7 B, south by No. 43-2 A, west by No. 42 B-3 B	0·76
Government, dry, R.S. No. 42 B-7 B, belonging to Sabha Pillai Padayachi, bounded on the north by No 42 B-7 A; east by Parvathipuram village of Cuddalore taluk; south by No. 43-1 A, west by Nos. 43-2 B and 43 B-5 B	0·98
Government, dry, R.S. No 43-1 A, belonging to Rs. Matha Padayachi, bounded on the north by No. 42 B-7 B, east by Parvathipuram village of Cuddalore taluk, south by Nos. 43 2 B, 43 B and 43-3 A; west by No. 43-2 A	0·37
Government, dry, R.S. No. 43-3 A, belonging to Appanna Padayachi, bounded on the north by No. 43-1 A, east by Parvathipuram village; south by No 43-3 B; west by No 43-1 B ..	0·02
Government, dry, No 41 B-2 B, belonging to Kuppanna Vandayan, bounded on the north by Ns. 44 B 3 A; east by No. 44 B-3 & 6 A; south by No. 41 B-5 B; west by No 46 B-2 B	0·07
Government, dry, No. 44 B-3 B, belonging to Rathna Padayachi, bounded on the north by No 44 B-4 A; east by Nos. 41 B 5 A & 4 A; south by No. 44 B-5 B, west by Ns. 41 B 5 A & 5 B ..	0 03
Government dry, No 44 B 5 B, belonging to Karu Padayachi, bounded on the north by No 44 B-3 B, 3 A & 4 A; east by No 44 B-4 B & 4 B, south by No. 44 B 6 C, west by No. 45 B-2 B ..	0 73
Government, dry, No 44 B-6 B, belonging to Sankarlu, bounded on the north by Nos 44 B-4 B and 44 D-5 A; east by No. 43 B-2 B, south by Nos. 41 B 6 C, 45-2 A and 44 B-6 D; west by No 44 B-5 B	0 50
Government, dry, S S. No. 42-2 A, belonging to Rs. Rathna Padayachi, bounded on the north by Nos 42 B-3 B & 5 B and 44 B-5 B; east by Nos 42 B 7 B and 43-1 A; south by No. 43-2 B, west by No 42 B-8 C and 43-2 B	0 47
Government, dry, No. 43 B-3, belonging to Venkatachala Padayachi, bounded on the north by No 43 B-1 A, east by No. 43 B-1 A; south by No 43-1; west by No. 43 B-3 A	0 27
Government, dry, No 43 B-2 A, belonging to Doraisami Padayachi, Arumuga Padayachi and Govinda Padayachi, bounded on the north by No 43 B-1 A; east by No 43 B-3, south by No. 44 B-2 B, west by No 42 B-4 A	0 22
Government, dry, R S No. 62 B-4 A, belonging to Govinda Padayachi and Vaithilinga Padayachi, bounded on the north by Nos 62 B-1 A and 62 B-1 B, east by No. 43 B-2 A; south by No. 62 B-4 B, west by No. 62 B-3 A	0 05
Government, dry, No 62 B-3 A belonging to Paralyami Naicken, Ayyakannu Naicken and Govinda Naicken, bounded on the north by No 62 B-1 B, east by No. 62 B-4 A, south by No. 62 B-3 B, west by No. 62 B-2 A	0 05
Government, dry, No. 62 B 2 A, belonging to Govinda Padayachi and Vaithilinga Padayachi, bounded on the north by No. 62 B-1 B, east by No. 62 B-3 A; south by No 62 B-2 B, west by No. 62 B-10	0 04
Government, dry, No. 45-2 A, belonging to Nalla Padayachi, bounded on the north by No 44 B 5 B; east by No 44 B-6 B, south by No. 45-2 B; west by No. 44 B-5 C	0 01
Total ..	4·32

Fort St. George, August 27, 1927.

Under section 5, Act I of 1894, as amended by Act XXXVIII of 1923 the Governor in Council hereby declares that the waste or arable land mentioned below and measuring 2·95 acres and 200 square links, be the same a little more or less, is needed for a public purpose, to wit, for the South Indian Railway for the diversion of the Local Fund Road running through the Golden Rock; and, under sections 3 and 7 of the same Act, the Revenue Divisional Officer, Trichinopoly, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Trichinopoly, and may be inspected at any time during office hours. The Governor in Council further directs under section 17 (1) of the same Act that the waste or arable land specified below may be taken possession of on the expiry of fifteen days from the date of publication of the notice mentioned in section 9 (1) of the Act.

Trichinopoly district, Trichinopoly taluk, Ariyamangalam village.

	Acs.
Government, dry, S.F. No. 210-1 B, belonging to Ayaru Mothiriar and K. Ananthanna Ayyar, bounded on the north by Nos. 168 and 210-1 A; east by No. 210-2 B & 1 A; south and west by No. 210-1 C	0·17
Government, dry, S F No. 210-3 B, belonging to R Srinivasa Ayyangar, R Purushottama Ayyangar, S Thirumalai Ayyangar, R. Kasturirangs Ayyangar and K Ananthanna Ayyar, bounded on the north by No. 210-2 A; east by Nos 209 and 210-3 A; south by No. 210-3 C, west by No. 210-2 B & 3 C	0·23
Government, dry, S.F. No. 209-3 B, belonging to K Singam Ayyangar, bounded on the north and east by No. 209-2 A; south by Nos. 212 and 209-3 C, west by Nos. 210 and 209-2 C	0·14
Government dry, S F No 212 2 B, belonging to K Singam Ayyangar, bounded on the north by Nos. 209 and 212-3 A; east by Nos 212 2 A and 313; south and west by No. 212-2 C	0 43
Government, dry, S F No 213-2, belonging to Karuppa Udayan and Sadaya Moopan, bounded on the north by No 213-1, east by Nos 213-1 and 208, south by Nos 213-3 and 208; west by Nos. 213-3 and 212	0 42
Government, dry, S.F. No 205-2, belonging to Karuppa Udayan and Sadaya Moopan, bounded on the north and east by No. 205-1, south by No. 205; west by No 229	200 sq. links
Government, dry, S F No 205-1 B, belonging to Nalesam Pillai (0·02,) K. Singam Ayyangar, K. Ananthanna Ayyar, S Muthan Muthiriar and S Thiruvengadatha Ayyangar, bounded on the north by Nos 213, 206 and 205-1 C; east by Nos. 205-1 C and 204; south and west by No 205-1 A.	0·36
Government, dry, S F No 204-2, belonging to R. Srinivasa Ayyangar and R Kothandapani Ayyangar, bounded on the north by Nos 201-1 and 206; east by Nos 204-1 & 4 and 209, south by Nos. 205-4 & 3 and Alathur; west by Nos 204-3 and 204	0 65
Government, dry, S F. No. 209-1 E, belonging to R Srinivasa Ayyangar and R. Kothandapani Ayyangar, bounded on the north by Nos 209-1 A; east by No 209-2 B, south by Nos 209-1 C, west by No. 204	0 06
Government, dry, S.F. No. 209-2 B, belonging to S Pinbo Pillai, bounded on the north by No. 209-2 A; east by Alathur; south by No 205-2 C, west by No 209-1 E	0 22
Total	2 45 and 200 sq. links.

Fort St. George, August 30, 1927.

Whereas it appears to the Government that the land mentioned below, in V. Marudur village, Villupuram taluk, South Arcot district, and measuring 0·05 of an acre, be the same a little more or less, is needed or is likely to be needed for a public purpose, to wit, for the South Indian Railway for additional junction arrangements at Villupuram in connexion with the constructions of Villupuram-Trichinopoly Railway, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the staff of the South Indian Railway Company and also the Revenue

Divisional Officer, Tindivanam, and his subordinates to exercise the powers conferred by section 4 (2) of the said Act. Under section 3 (c) of the Act, the Revenue Divisional Officer, Tindivanam, is appointed to perform the functions of a Collector under section 5-A of the Act.

South Arcot district, Villupuram taluk, V. Marudur village

	ACRE.
Government, dry, R S. No. 9-1, belonging to Gnanathickam, son of Jeevanah, bounded on the north by R S. Nos 10-1 and 9-13; east by R S No. 9-12; south by R.S. Nos. 9-16 A and 9 17; west by R S. No 304	0·13
Government, dry, R S No. 9-16 A, belonging to Venkatraya Dikshadar, son of Ramakrishna Dikshadar, owner and manjagar Venkatakrishna Ayyar mortgagee, bounded on the north by R S. No 9-1; east by R S No 9-17; south by R.S. No 9-15 B; west by R S. No. 304	0·17
Government, dry, R S. No. 9-17, belonging to Koyappan, son of Gnanaprakasam, bounded on the north by R S. No 9-1; east by R S No. 9-12; south by R.S. Nos 9-13 B and 9-13 A; west by R S. No. 9-16 A	0·15
Government, dry, R S No. 9-16 B, belonging to Venkatakrishna Ayyar, son of Subbaraya Ayyar, bounded on the north by R S No 9-17, east by R S No. 9-19 A; south by R.S. Nos 9-15 A and 9-19 B; west by R S No. 9-16 A	0·05
Government, dry, R S No. 9-16 A, belonging to Mothal Nayudu, son of Rangayya Nayudu, Ponnusami Nayudu, Narana Nayudu and Perumal Nayudu, bounded on the north by R S No. 9 17; east by R S Nos 9-12 and 9-16, south by R S. No. 9-19 B; west by R S. Nos. 9-15 A and 9-15 B.	0·22
Total ..	0·69

Whereas it appears to the Government that the land mentioned below, and measuring 0·03 of an acre, be the same a little more or less, and situated in Sirsar Kannadiputhur village, Udamalpet taluk, Coimbatore district, is needed for a public purpose, to wit, for side cuttings in connexion with the construction of the Dindigul-Pollachi Railway Line, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the Revenue Divisional Officer, Pollachi and his subordinates, as also the South Indian Railway subordinates and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the same Act, the Revenue Divisional Officer, Pollachi, is appointed to perform the functions of a Collector under section 5-A of the Act

Coimbatore district, Udamalpet taluk, Sirsar Kannadiputhur village.

	ACRE.
Government, wet, topo, S. No. 483-1, belonging to R Anthonisamitha Thevan, bounded on the north by S Nos 473 A, 132 and 131; east by S. Nos 131 and 482-2; south by S. No 481, west by S. No. 473 A	0·03

Whereas it appears to the Government that the land mentioned below, be the same a little more or less, situated in the village of Nellore Bit I, Nellore taluk, Nellore district, is needed for a public purpose, to wit, for the laying out of a road from the Nellore-Stonehousepet road to Nellore Railway station, notice to that effect is given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923 and the Governor in Council hereby authorizes the Revenue Divisional Officer, Nellore, and his staff to exercise the powers conferred by section 4 (2) of the said Act. Under section 3 (c) of the same Act the Governor in Council hereby appoints the Revenue Divisional Officer, Nellore, to perform the functions of a Collector under section 5-A of the Act.

Nellore district, Nellore taluk, Nellore village Bit I.

	ACRE.
C.A.S. No 81-2 B, belonging to the Nellore Municipality, bounded on the north by S No 81-2 C; east by S. No 81-2 D; south by S No 220; west by S. No 81 2 A-2	0·02
S. No. 81-2 C, belonging to Nellore Municipality, bounded on the north by S. No. 86, east by S. Nos. 82 and 81-2 D, south by S. No 81-2 B; west by S. No. 81-2 A 3	0 10
Total ..	0 12

Fort St. George, August 25, 1927.

Under section 5, Act I of 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the land mentioned below and measuring 0·15 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for Third-class Railway station building at Anuparty; and, under sections 3 and 7 of the same Act, the Revenue Divisional Officer, Peddapuram, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Peddapuram and may be inspected at any time during office hours.

East Godavari district, Ramachandrapur taluk, Anuparty village.

	ACRE.
Jirayati, dry, S No 84-1 D, belonging to Dwarampudi Venkata Reddi, bounded on the north by No. 67-3 A; east by No 67-2 C; south by No. 84-2 D, west by No. 84-1 C	0 03
Jirayati, dry, S. No. 67-2 C, belonging to Kath Ramayya, Subbayya and Venkayya, bounded on the north by No 67-3 A, east by No 67-3 B, south by No. 67-2 C, west by No 84-1 D & 2 D.	0 01
Jirayati, dry, S No 67-3 A, belonging to Dwarampudi Bupanna, Bullayya, Gangi Reddi, Surranna, Venkata Reddi, Venkata Rao, being minor brother and guardian Bullayya, Dwarampudi Venkata Reddi and Veppa Venkatadrieddi and Subbarayudu, bounded on the north by No 67-3 B; east by No. 67-2 A, south by No 67-2 C; west by No. 84-1 A.	0 12
Total ..	0 16

Fort St. George, August 26, 1927.

Under section 6, Act I of 1894, the Governor in Council hereby declares that the land mentioned below and measuring 11 grounds and 660 square feet, be the same, a little more or less, is needed for a public purpose, to wit, for the improvement of the South Indian Railway in connexion with the doubling of the line; and, under sections 3 and 7 of the same Act, the Collector of Madras, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land A plan of the land is kept in the office of the Collector of Madras and may be inspected at any time during office hours

Madras district, Madras taluk, Egmore village.

	GRD. SQ. FT.
R S. No. 372, belonging to Messrs V. Damodara Nayudu and V. Krishnaswami Nayudu, bounded on the north and east by R S. No 377, south by R S. No 376-9, west by R.S. No. 374-4..	11 660

Under section 5 of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the arable land mentioned below and measuring 0·17 acre, be the same a little more or less, is needed for a public

purpose, to wit, for the construction of the Guntur-Gurzala-Macherla Railway line and under sections 3 and 7 of the same Act the Special Deputy Collector No. IV division, Guntur-Gurzala-Macherla Railway, Sattenapalli, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. Under sub-section (1) of section 17 of the Act the Governor in Council further directs that the possession of the said land may be taken on the expiry of fifteen days from the date of the publication of the notice mentioned in section 9 (1) of the Act. A plan of the land is kept in the office of the Special Deputy Collector No. IV division, Guntur-Gurzala-Macherla Railway, Sattenapalli, and may be inspected at any time during office hours.

* Guntur district, Palnad taluk, Koralapad village.

	Acres
Unenfranchised, potter service, inam, dry, S. No. 208-2-1, notandar Bollapalli Ramaiyya, enjoyer Kapatti Katigadu, bounded on the north by No. 208-1; east by No. 208-3 D-2, south by Nos 208-3 and 208-2-2, west by No. 207-2	9·17

Fort St. George, August 25, 1927

Under section 6 of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the waste or arable land mentioned below and measuring 6·28 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Guntur-Gurzala-Macherla Railway, and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. I Division is appointed to perform the functions of a Collector under the Act and directed to take orders for the acquisition of the said land; under subsection (1) of section 17 of the Act the Governor in Council further directs that the possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in section 9 (1) of the Act. A plan of the land is kept in the office of the Special Deputy Collector No. I Division and may be inspected at any time during office hours.

Guntur district, Palnad taluk, Alugumalleped Agraharam village.

	Acs.
Agrahara, shrotriyam land, enfranchised, personal, agraharam, dry, T.S. No. 1-2, pattadars, Bethanabhatla Venkatalakrishnayya, Venkatasubbayya, Lakshmi Narasamma, Bobbayya, Venkatappayya, (1) Satyanarayana, (2) Venkatakrishnaiah being minors guardian mother Annapoornamma, Lakshmanarayana, Sri Bharani Bankatarawmy Varlu trustees, Bethanabhatla Satyanarayana, Lakshminarayana, Tangirala Seshamma, Byanamma, Nanda Ramakka and Sambhani Ahbamma, bhattadars, Bethanabhatla Venkatasubbayya and Bethanabhatla Venkatappayya, bounded on the north by Nadikude; east and south by T.S. No. 1-3; west by T.S. No. 1-1 and Nadikude village .	6 28

Fort St. George, August 30, 1927.

Under section 6 of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the waste or arable lands mentioned below and measuring 3·25 acres, be the same a little more or less, are needed for a public purpose, to wit, for the Guntur-Gurzala-Macherla Railway; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. III Division, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of said lands. Under sub-section (1) of section 17 of the Act, the Governor in Council further directs that possession of the said lands may be taken on the expiry of fifteen days from the date of the publication of the notice mentioned in section 9 (1) of the Act. A plan of the lands is kept in the office of the Special Deputy Collector, No. III Division, Sattenapalle, and may be inspected at any time during office hours.

Guntur district, Sattenapalli taluk, Pedakurapadu village.

	Acs.
Government, dry, No 413-2 A, belonging to Cherukuri Durgayya and Chenta Koti Ratnam, bounded on the north by No 421-B; east by No 471; south by No 413-2 B; west by No. 413-1	0·06
Government, dry, No 413-1 A, pattadars Cherukuri Ponnayya, Raghavayya and Balayya, enjoyers Cherukuri Raghavayya and Balayya being minor, guardian brother Raghavayya, bounded on the north by Nos. 421 B and 423 B; east by No. 413-2; south by No 413-1 B; west by No 422 B.	0 12
Government, dry, No 421 B, belonging to Bollam-konda Lingayya, Vasavya Lakshmayya and Parvatamma, enjoyer Bethankonda Lingayya, bounded on the north and east by No 971; south by No. 413, west by No. 422 B	0·18
Government, dry, No 422 B-4 A, pattadars and enjoyers same as for S. No. 413-1 A, bounded on the north by No 422 B-3, east by No 413; south by No 422 B-4 B; west by No 422 B-3 ..	0·13
Government, dry, No. 422 B-3 A, belonging to Venkayala Pedabhayi, bounded on the north by No 970, east by Nos 421 B and 422 B-4; south by No 422 B 3 B, west by No 422 B-1 & 2 ..	1·05
Government, dry, No 422 B-2 A, belonging to Attota Appayya, Chintagudem hamlet of Ramadugu, Miriyalagudem taluk, Nalligonda district, Nizam's Dominions, bounded on the north by No. 422 B-1; east by No 422 B-3; south by No 422 B-2 B, west by No. 423 B	0·05
Government, dry, No 422 B-1, belonging to Attota Appayya, Chintagudem hamlet of Ramadugu, Miriyalagudem taluk, Nalligonda district, Nizam's Dominions, bounded on the north by No 970; east by No 422 B-3; south by No 422 B-2; west by No. 423 B	0 01
Government, dry, No. 423 B-1, belonging to Attota Appayya Chintagudem, hamlet of Ramadugu, Miriyalagudem taluk, Nalligonda district, Nizam's Dominions, bounded on the north by No. 970, east by No. 422 B, south and west by No 423 B-2 ..	0 01
Government, dry, No. 423 B-2 A, pattadar Attota Mahendarayudu, enjoyer Attota Appayya, Chintagudem, hamlet of Ramadugu, Miriyalagudem taluk, Nalligonda district, Nizam's Dominions, bounded on the north by Nos. 970 and 423 B-1; east by No 422 B, south by No. 423 B-3 B; west by No. 413 B	0·48
Government, dry, No 410 B-1 A, pattadars (1) Mandru Subbayya, (2) Venkayya, (3) Pasandhayya, (4) Eswarayya, Nos. (3) & (4) being minors guardian brother Subbayya and 5 Chinnam Ramayya, enjoyers (1) Mandru Subbayya, (2) Venkayya, (3) Pasandhayya, a d (4) Eaiwayya, Nos (3 & (4) being minors, guardian brother Subbayya bounded on the north by No 969; east by No 423 B; south by Nos. 410 B-2 and 410 B-1 B, west by No 969	2 69
Government, dry, No. 410 B 2 A, pattadars Bobbala Ramayya, Venkayya and Ramayya, enjoyers Bobbala Ramayya and Bobbala Venkayya, bounded on the north by No. 410 B-1; east, south and west by No. 410 B-2 B	0 26
Total ..	3 25

Whereas it appears to the Government that the undermentioned arable land situated in Vellittirumuttam village, Trichinopoly taluk, Trichinopoly district, is needed for a public purpose, to wit, for the South Indian Railway for forming carriage way to Srirangam Railway station in connexion with the construction of the Villupuram-Trichinopoly Railway, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Revenue Divisional Officer, Trichinopoly, and his subordinates and also the South Indian Railway subordinates and workmen to exercise the powers conferred by section 4 (2) of the Act. Under sub-section 4 of section 17 of the Land Acquisition Act I of 1894, as

amended by Act XXXVIII of 1923, the Governor in Council directs that, in view of the urgency of the case, the provisions of section 5-A of the Act shall not apply to the acquisition of the arable lands noted below.

Trichinopoly district, Trichinopoly taluk, Vellittiruvattam village.

	Rs.	Ps.
Inam, dry, No. 1731-3, belonging to Tiruvarangu Chelliar Amman Koil covered by T D. No. 2071, Manager for the time being Dharmadanga Vosavi, bounded on the north by No. 1731-1; east by No. 2558 A; south by No. 1731-4; west by No. 1723.	9	350

Under section 8 of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the waste or arable land mentioned below and measuring 1·53 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Guntur Gurazala Macherla Railway; and, under sections 8 and 7 of the same Act, the Special Deputy Collector, No. III division, is appointed to perform the functions of a Collector under the Act, and directed to take order for the acquisition of the said land. Under sub section (1) of section 17 of the Act, the Governor in Council further directs that the possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in section 9 (1) of the Act. A plan of the land is kept in the office of the Special Deputy Collector, No. III division, Sattenapalle, and may be inspected at any time during office hours.

Guntur district, Palnad taluk, Pidugaralla village.

	Acs.
Government, dry, No. 130/36-2 belonging to Kottapalli Brahmayya, bounded on the north by Nos. 130-21 A and 130/36-1, east by No. 130/36-1; south by Nos. 130-37 A and 940, west by No. 130-21 A	0·18
Government, dry, No. 130-37 A, pattadars Chandragiri Satyanarayana, Kothandaramayya, minor guardian mother Atchamma, Raghavayya, Peda Satyanarayana, Lella Srimulu, Ramaswami minor guardian mother Kesamma, Bhaktadara Chandragiri China Satyanarayana, Kothandaramayya being minor guardian mother Atchamma, Lella Srimulu and Ramasubbi being minor, guardian mother Kesamma, bounded on the north and east by No. 130/2-36, south by No 940, west by No 130-1 A-21	0·01
Government, dry, No. 130-20 A-2, pattadars (1) Bhikonda Kotilingam, (2) Venkataratnam, (3) Hanumayya, being minor guardian mother Ramakka, (4) Venkamma, (5) Gangapurapu Jonayya, (6) China Jonayya and (7) Jonayya Nos. 6 and 7 being minors guardian mother Seshamma, Bhaktadara (1) Bhikonda Kotilingam, (2) Venkataratnam, (3) Hanumayya being minor guardian mother Ramakka, (4) Venkamma, (5) Gangapurapu Jonayya, (6) China Jonayya and (7) Jonayya, Nos 6 and 7 being minors guardian mother Seshamma, (8) Peda Bathayya, (9) Pitchayya, being minor guardian mother Janakamma, bounded on the north by No. 130-20 A-1, east by No. 130-21 A, south by No. 940; west by No. 130-20 A-1	1·40
Total ..	1·59

Whereas it appears to the Government that the land mentioned below situated in the village of Nidur of the Mayavaram taluk, Tanjore district, and measuring 3·33 acres, be the same a little more or less, is needed or is likely to be needed for a public purpose, to wit, for the South Indian Railway for permanent station arrangements at Nidur, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Revenue Divisional Officer, Mayavaram, and his staff as also the South Indian Railway Company and their subordinates to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (a) of the Act the Revenue Divisional Officer, Mayavaram, is appointed to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Mayavaram taluk, No. 26. Nidur village.

	Acs.
Inam, dry, S No. 350, T D No 787, sarpanch Rajappa Ayyar Srinivasa Ayyar, S Venkatarama Ayyar, K. Narayanaswami Ayyar, Sithalakshmi Ammal, Muthuswami Ayyar, Viswanatha Ayyar, Subbarama Ayyar, Minakshi Ammal, Somasundaram Pillai, Rathnam Pillai, Krishnaswami Ayyar, Hariharn Ayyar, Rama Ayyar, Ranganatha Ayyar, Paradesa Pillai, Kandiaswami Pillai, Pichu Ayyar, Ramaswami Ayyar, Dharmabagam, by Manager Srinivasa Ayyar, Viswanatha Sastriyal, Sabhanadu Mavutkar, Subbarya Ayyar, K Venkatarama Ayyar, K. Narayanaswami Ayyar, Natesa Ayyar and Muhammad Sahboo Sahib, occupier Abdul Khadir Mavutkar bounded on the north by Nos. 351 and 398-25; east by Nos. 398-23, south by No 349, west by No. 351	0·53
Government, wet, S No. 352-1 part, belonging to Bhappa Ayyar, bounded on the south by No. 353-3, east by Nos 384 and 398-22; south by Nos 352-2 and 361-1; west by No. 352-1 part ..	0·59
Government, wet, S. No. 352-2 part, belonging to 83, Abdul Khadir Mavutkar, bounded on the north by No 352-1 part, east and south by No. 351, west by No 352-2 part	0·05
Government, wet, S. No. 398-10, belonging to 24 Somasundaram Pillai, bounded on the north by No 398-9; east by No. 420, south by No. 398-11; west by No. 384-12	0·15
Government, wet, S. No. 398-23, belonging to 174 Asan Muhammad Sahib, bounded on the north by No 398-22; east by No. 398-17; south by No. 398-24, west by No. 350	0·02
Government, wet, S No. 398-24, belonging to 7 Muthuswami Ayyar, occupier Abdul Khadir Mavutkar, bounded on the north by No 398-23; east by No. 398-12, south and west by No. 350 ..	0·09
Government, dry, S No 424, belonging to 8, Viswanatha Ayyar, bounded on the north by Nos. 398-10 and 424; east by No. 420, south by No. 425-1 & 2, west by No 428	0·17
Government, wet, S No. 425-1 part, belonging to 3 Srinivasa Ayyar, bounded on the north by No. 424, east by Nos. 425-2 and 425-1 part, south by Nos 425-1 part and 425-3; west by No 426 ..	0·22
Government, wet, S. No. 425-2 part, belonging to 44, Sri Somasundaraswami (by present Manager Srinivasa Ayyar), bounded on the north by No. 424, east by No 420, south by No. 425-2 part; west by No. 425-1	0·09
Inam, dry, S No 426 part, T D. No. 747, belonging to 27 persons mentioned against S. No. 350, bounded on the north by Nos. 398-10 and 423, east by Nos 424, 426 part and 424; south by No 427; west by No. 398-10	1·43
Total ..	3·79

Fort St. George, August 25, 1927.

Under section 3, Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, the Governor in Council hereby declares that the arable land specified below and measuring 1·51 acres, be the same a little more or less, is needed for a public purpose, to wit, for the South Indian Railway for temporary diversion of main line in connexion with the regrading of the line between Tenkasi and Shencottah stations; and, under sections 8 and 7 of the same Act, the Revenue Divisional Officer, Tinnevelly, is appointed to perform the functions of a Collector under the Act and, directed to take order for the acquisition of the said arable land. Under section 17 (1) of the Act, the Governor in Council further directs that, in view of the urgency of the case, possession of the said arable land may be taken on the expiry of fifteen days from the date of

the publication of the notice mentioned in section 9 (1) of the Act. A plan of the land is kept in the office of the Revenue Divisional Officer, Tinnevelly, and may be inspected at any time during office hours.

Tinnevelly district, Tenkasi taluk, No. 12.
Kulhukkalvalasai village.

	Acs.
Ayan, wet, S. No. 1004-1 A, belonging to 360 S. Muthukumaraswami Pillai, bounded on the north and east by No. 1004-1 A; south by No. 1003; west by No. 1005	0·01
Ayan, wet, S. No. 1005-1, belonging to 3. V. Pichu Pillai, bounded on the north by No. 1006-1, east by No. 1006-2, south by No. 1007, west by No. 1009	0·10
Ayan, wet, S. No. 1006-2, belonging to 5. S. Ramaswami Pillai, bounded on the north by No. 1004-2; east by No. 1006-3; south by No. 1007; west by No. 1006-1	0·02
Ayan, wet, S. No. 1006-3, belonging to 5. S. Ramaswami Pillai, bounded on the north by No. 1006-3, east by No. 1006-4, south by No. 1007, west by No. 1006-2	0·10
Ayan, wet, S. No. 1008-1, belonging to 68 Subbaiya Nadan, bounded on the north by No. 1008-4; east by No. 1004-1 A, south by No. 1007, west by No. 1008-3	0·03
Ayan, wet, S. No. 1009-1 A, belonging to 1418. Isaraam Pillai, bounded on the north by No. 1009-1 A, east by No. 1009-1 B; south by No. 1010; west by No. 1009-2	3·02
Ayan, wet, S. No. 1009-1 B, belonging to 5. S. Ramaswami Pillai, bounded on the north by No. 1009-1 B, east by No. 1009-1 C, south by No. 1010, west by No. 1009-1 A	0·17
Ayan, wet, S. No. 1009-1 C, belonging to 11. Gomathinayagam Pillai, bounded on the north by No. 1009-1 C, east by No. 1009-4; south by No. 1010; west by No. 1009-1 B	0·08
Ayan, wet, S. No. 1011-3 E, belonging to 5. S. Ramaswami Pillai, bounded on the north by No. 1010; east by No. 1008, south by No. 1011-3 B, west by No. 1011-4 A	0·10
Ayan, dry, S. No. 1012-2 A, belonging to 15. P. Palaniyappa Pillai, bounded on the north by No. 1012-2 A; east by No. 1012-2 B; south by No. 1013; west by No. 1012-1	0·01
Ayan, dry, S. No. 1012-2 B 1, belonging to 15. P. Palaniyappa Pillai, bounded on the north by No. 1012-2 B 1; east by No. 1012-2 B-2; south by No. 1013; west by No. 1012-2 A	0·08
Ayan, dry, No. 1012-2 B-2, belonging to 3. V. Pichaya Pillai, bounded on the north by No. 1012-2 B-2; east by No. 1012-2 C-1; south by No. 1013; west by No. 1012-2 B-1	0·07
Ayan, dry, S. No. 1012-2 C-1, belonging to 5. S. Ramaswami Pillai, bounded on the north by No. 1012-2 C-1; east by No. 1012-2 C-2, south by No. 1013; west by No. 1012-2 B-2	0·07
Ayan, dry, S. No. 1012-2 C-2, belonging to 304 Lakshmana Tevan, bounded on the north by No. 1012-2 C-1; east by No. 1012, south by No. 1013; west by No. 1012-2 C-1	0·04
Ayan, dry, S. No. 1014-1 A-1, belonging to 369. Subbaiya Nadar, bounded on the north by No. 1013; east by No. 1014-1 A-2, south and west by No. 1014-1 A-1	0·02
Ayan, dry, S. No. 1014-1 A-2, belonging to 3. V. Pichaya Pillai, bounded on the north by No. 1013, east by No. 1011-1 B-1; south by No. 1014-1 A-2; west by No. 1014-1 A-1	0·02
Ayan, dry, S. No. 1021-1 A, belonging to 442. S. Muthukumaraswami Pillai, bounded on the north by No. 1024-1 A, east by No. 1024-1 B; south by No. 1025; west by No. 1025-3	0·16
Ayan, dry, S. No. 1024-1 B, belonging to 320. Shanmugam Pillai, bounded on the north by No. 1024-1 B; east by No. 1024-2; south by No. 1025; west by No. 1024-1 A	0·04
Ayan, dry, S. No. 1026-1, belonging to 363. E. Ramayyar and others, bounded on the north by No. 1026-4; east by No. 1026-2; south by No. 1027; west by No. 1028	0·14
Ayan, dry, S. No. 1028-2, belonging to 173 Thirumalayandi Nadar, bounded on the north by No. 1028-2; east by No. 1028-3, south by No. 1027; west by No. 1026-1	0·18
Ayan, dry, S. No. 1028-2, belonging to 363. E. Ramayyar and others, bounded on the north by No. 1028-2, east by No. 1026-1, south by No. 1026; west by No. 1028-2	0·02
Ayan, dry, No. 1030-2, belonging to 444 Thirumalai Ammal, bounded on the north by No. 1030-2, east by No. 1030-3, south by No. 1032; west by No. 1030-2	0·01
Ayan, dry, S. No. 1038-3, belonging to 975. Sivana Thanthiri, bounded on the north by No. 1038-3; east by Travancore boundary; south by No. 1039; west by No. 1038-2	0·01
Total ..	1·84

Fort St. George, August 30, 1927.

Whereas it appears to the Government that the undermentioned arable land situated in the village of 47. Yerrayyanahalli, Kudligi taluk, Bellary district, is needed for a public purpose, to wit, for watering arrangements at the Swamihalli Railway station of the Madras and Southern Mahratta Railway Co., Ltd., notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act, 1894 (I of 1894), as amended by Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Revenue Divisional Officer, Hospet, and his subordinates and also the staff of the Madras and Southern Mahratta Railway Company, Ltd., to exercise the powers conferred by section 4 (2) of the Act. In view of the urgency of the case, the Governor in Council further directs under sub section (4) of section 17 of the Act that the provisions of section 5-A shall not apply to this case.

Bellary district, Kudligi taluk,
No. 47. Yerrayyanahalli village.

	Acs. P.
Government, dry, S. No. 459 A, belonging to Thimmappagari Thippayya of Samathalli; bounded on the north, east and south by S. No. 459 B, west by S. No. 466	0·54

Fort St. George, August 29, 1927.

Under section 6, Act I of 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the land mentioned below and measuring 2·74 acres, be the same a little more or less, is needed for a public purpose, to wit, for the construction of Cocanada-Kotipalli Railway; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Land Acquisition duty, Cocanada, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Land Acquisition duty, Cocanada, and may be inspected at any time during office hours.

East Godavari district, Cocanada taluk,
No. 27, Atchutapuruirayam village

	Acs.
Zamindari, Jirayati, dry, Amlimitha garden S. No. 80-2, belonging to M.R.Ry Uppuluri Bhima Sankara Sastri Garu, bounded on the north by No. 80-1; east by No. 29 Kuvvada village, south by No. 80-3, west by No. 80-2	2·74

Under section 6 of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the waste or arable lands mentioned below and measuring the extent noted against each, be the same a little more or less, are needed for a public purpose, to wit, for the Guntur-Gurazala-Macherla Railway; and, under sections 3 and 7 of the same Act, the Special Deputy

Collector, No. II Division, Guntur-Gurazala-Macherla Railway, Guntur is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. Under sub-section (1) of section 17 of the Act, the Governor in Council further directs that possession of the said lands may be taken on the expiry of fifteen days from the date of the publication of the notice mentioned in section 9 (1) of the Act. A plan of the lands is kept in the office of the Special Deputy Collector, No. II Division Guntur-Gurazala-Macherla Railway, Guntur, and may be inspected at any time during office hours.

Guntur district, Palnad taluk, Gurazala village.

	Acs.
Dande Vaya Diversion.	
Unenfranchised archaka service, inam, dry, S. No. 1758-2 A part, T.S. No. 1758-2 A 3, belonging to Garala Guruswami, Bhadrayya, Basavayya, Guravayya and Sivayya, bounded on the north by No. 1758-2 A-2; east by No. 1762-2, south by No. 1763 A-2	0·14
Unenfranchised personal inam, wet, S. No. 1762 part, T.S. No. 1762-2, belonging to Rampalli Muttapalli, Kotayya, Anthamma, Kasavangala Parvatamma, Mangamma, Narasimhulu, Pola Kantayya and Thogarathi Narasimhulu, bounded on the north by No. 1762-1; east by No. 1762-3 and 1794-2 A-2; south by No. 1763 A-2, west by Nos. 1758-2 A-2, 1758-2 A-3 and 1763 A-2 ..	2·46
Unenfranchised archaka service, inam, wet, S. No. 1763 A part, T.S. No. 1763 A-2, belonging to Garala Guruswami, Bhadrayya, Kasavayya, Guravayya and Sivayya, bounded on the north by No. 1758-2 A-3 and 1762-3; east by No. 1762-2 and 1758-2 A-1; south by No. 1763 C-2; west by No. 1763 A-1	0·82
Total ..	3·42
Quarry.	
Government, dry, S. No. 1161-3 part, T.S. No. 1161-3 B, belonging to Yenumula Nagireddi, Yellaiah, Chandramma, Sayamma, Annapureddi, Lingamma, Tippireddi and Guravayya, bounded on the north by No. 1164-2, east by No. 1163 A-3 A; south and west by No. 1161-3 A	0·58
Government, dry, No. 1163 A-3 part, T.S. No. 1163 A-3 A, belonging to Thippireddi and Guravayya, bounded on the north by No. 1163 A-2; east by No. 1308-2-2 A; south by No. 1163 A-3 B; west by No. 1161-3 B	1·20
Government, dry, No. S. No. 1308-2-2 part, T.S. No. 1308-2-2 A, belonging to Thippireddi and Guravayya, bounded on the north by Nos. 1308-2-1, 3 A 3 & 4-D 3; east by No. 1308-1-3 A; south by No. 1308-2-2 B; west by No. 1163 A-3 A	0·95
Government, dry, No. 1308-3 A-3, belonging to Kutha Kotayya, son of Peraiya, bounded on the north by No. 1308-3 A-2; east by No. 1308-4 D-3; south by No. 1303-2 2-A	0·01
Government, dry, No. 1308-1 D-3, belonging to Nandanamudi Ramulu, bounded on the south by No. 1308-4 D-2; east by No. 1308-4 C-2 A, south by Nos. 1308-1-3 A & 1-2 A, west by No. 1308-3 A-3	0·67
Government, dry, S. No. 1308-4 C-2 part, T.S. No. 1308-4 C-2 A, belonging to Nelavathi and Guravayya, bounded on the north by Nos. 1308-1 C-1 & 4-2 3-A; east and south by No. 1308-1 C-2 B, west by No. 1308-1 D-3	0·95
Government, dry, S. No. 1308-4 E-8 part, T.S. No. 1308-4 E-3 A, belonging to Yenumula Pitchamma, bounded on the north by No. 1308-4 B-2; east by No. 1308-4 M-3 B, south by No. 1308-4 C-2 A ..	1·03
Enfranchised agraharam, dry, S. No. 1308-1-3 part, T.S. No. 1308-1-2 A, belonging to Linka Venkatasubbayya, Ramayya, Sriramulu, Latchamma, Kondayya, Venkatramayya, Lakshmanamatrula, Kotayya and Avula Balangelo, bounded on the north by No. 1308-4 D-3, south by No. 1308-1-3 B; west by No. 1308-2-2 A	0·04
Total ..	3·47

Fort St. George, August 30, 1927.

Under section 6 of Act I of 1894 as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the lands mentioned below and measuring the extent noted against each, be the same a little more or less, are needed for a public purpose, to wit, for Vizianagram-Raipur Railway, and under sections 3 and 7 of the same Act, the Special Deputy Collector, Rayaghada, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, Rayaghada, and may be inspected at any time during office hours.

Vizagapatam district, Rayaghada taluk, Parthapur village.

	Acs.
Jirayati, dry, S. No. 11, occupier Mallaka Linganna, bounded on the north by the village boundary of Laddi; east by the remaining portion of the village; south by S. No. 2; west by S. No. 1 ..	1·05
Jirayati, dry, S. No. 12-3, occupier Mallaka Linganna, bounded on the south by S. No. 6, east by S. No. 4; south by S. No. 12-3; west by S. No. 12-2, and by the remaining portion of the village ..	0·15
Jirayati, dry, S. No. 12-2, occupier Tada Raiju, bounded on the north by the remaining portion of the village, east by S. No. 12-1, south by S. No. 12-3; west by the remaining portion of the village	0·32
Poramboke gedda, S. No. 12-3, owner Maharaja of Jeypore, bounded on the north by S. No. 12-1 & 2; east by S. No. 5; south by S. No. 12-4, west by the remaining portion of the village	0·42
Jirayati, dry, S. No. 12-4, occupier Tadi Raiju, bounded on the north by S. No. 12-3, east by S. No. 4; south by S. No. 13; west by the remaining portion of the village	0·45
Jirayati, dry, S. No. 13-1, occupier Tadi Raiji, bounded on the north by S. No. 12, east by S. No. 7; south by S. No. 13-2, west by the remaining portion of the village	1·56
Jirayati, dry, S. No. 13-2, occupier Mallaka Salapa, bounded on the north by S. No. 13-1, east by S. No. 7; south by S. No. 14; west by the remaining portion of the village	0·10
Poramboke, jungle, S. No. 14-1, occupier Maharaja of Jeypore, bounded on the north by S. No. 7; east by S. No. 4, south by S. No. 14-2; west by the remaining portion of the village	1·87
Jirayati, dry, S. No. 14-2, occupier Killaka Mugalo, bounded on the north by S. No. 14-1; east by S. No. 9; south by S. No. 16, west by the remaining portion of the village	1·06
Total ..	6·46

NOTE.—The owner of the above fields is the Maharaja of Jeypore.

Bukurugada village.

Jirayati, dry, cultivable waste, S. No. 5, occupier Immirika Pootanna, bounded on the north by the village boundary of Kolajangi; east by S. No. 1; south and west by the remaining portion of the village	0·26
Jirayati, dry, cultivable waste, S. No. 6-1, occupier Immirika Poolanna, bounded on the north and east by the remaining portion of the village; south by S. No. 6-2; west by S. No. 1	0·21
Jirayati, dry, cultivable waste, S. No. 6-2, occupier Tadangi Kotayya, bounded on the north by S. No. 6-1, south and east by the remaining portion of the village, west by S. No. 1	0·09
Jirayati, dry, cultivable waste, S. No. 7-1, occupier Immirika Sidiado bounded on the north and east by the remaining portion of the village; east by S. No. 3; south by S. No. 7-2	0·11
Jirayati, dry, cultivable waste, S. No. 7-2, occupier Immirika Potgalu, bounded on the north by S. No. 7-1; east by S. No. 3; south by S. No. 7-3, west by the remaining portion of the village ..	0·.
Jirayati, dry, cultivable waste, S. No. 7-3 occupier Tadangi Sarayadu, bounded on the north by S. No. 7-2; east by S. No. 3; south and west by the remaining portion of the village	0·05
Jirayati, dry, cultivable waste, S. No. 8-1 occupier Immirika Poolanna, bounded on the north and east by the remaining portion of the village; south by S. No. 8-2; west by S. No. 2	0·14
Jirayati, dry, cultivable waste, S. No. 8-2, occupier Immirika Ryamma, bounded on the north by S. No. 8-1; east by the remaining portion of the village; south by S. No. 9-3, west by S. No. 2 ..	0·30

	ACS.
Jirayati, dry, cultivable waste, S. No 3-3, occupier Tadanga Komanna, bounded on the north by S. No 3-2, east and south by the remaining portion of the village; west by S No. 4	0-01
Total ..	1-08

Rajupuram village.

Jirayati, dry, S. No. 9-1, occupier Kadraka Malli, bounded on the north and east by old Railway line; south by S No. 9-2; west by the remaining portion of the village	0 37
Jirayati, dry, S No 9-2, occupier Meenaka Pande, bounded on the north by S No 9-1, east by the old Railway line; south by S No 9-3; west by the remaining portion of the village ..	0-27
Jungle waste with gudda in it, S No 9-3, bounded on the north by S. No 9-2, east by the old Railway line; south by S No 9-4; west by the remaining portion of the village	0-04
Jirayati, dry, S. No. 9-4, occupier Meenaka Mahanda, bounded on the north by S. No. 9-3, east and south by the old Railway line; west by the remaining portion of the village . ..	0 12
Total ..	1-00

NOTE.—The owner of the above fields is the Maharaja of Jeypore.

Kulajangi village.

Mustajari, dry, S. No. 5-1, occupier Immanika Lodi, bounded on the north by the remaining portion of the village and S No 1; east by S No 2; south by S. No 5-2, west by the remaining portion of the village	0-02
Mustajari, dry, S. No 5-2, occupier Meenaka Rugga, bounded on the north by S. No 5-1; east by S No 2, south by S. No 5-3, west by the remaining portion of the village	0-03
Mustajari, dry, S No. 5-3, occupier Meenaka Neelamma, bounded on the north by S No 5-2; east by S No 2, south by S. No 5-4, west by the remaining portion of the village	0-05
Mustajari, dry, S No 5-4, occupier Immanika Kishana, bounded on the north by S No 5-3, east by S No. 2, south by S No 6; west by the remaining portion of the village	0 07
Mustajari, dry, S. No 6-1, occupier Immanika Kishana, bounded on the north by S. No 5, east by S No. 2, south by S No 6-2; west by the remaining portion of the village	0 21
Mustajari, dry, S No 6-2, occupier Poolaka Bittu, bounded on the north by S No. 6-1; east by S. No. 2, south by S No. 6-3; west by the remaining portion of the village	0 05
Mustajari, dry, S. No. 6-3, occupier Immanika Kishana, bounded on the north by S. No 6-2; east by S No. 2; south by S. No. 6-4; west by the remaining portion of the village	0-05
Mustajari, dry, S No 6-4, occupier Meenaka Nilamaro, bounded on the north by S No 6-3, east by S No 3, south by S. No 6-5; west by the remaining portion of the village	0 06
Mustajari, dry, S No 6-5, occupier Immanika Lodi, bounded on the north by S. No. 6-4, east by S No. 3; south by S. No 6-6; west by the remaining portion of the village	0 05
Mustajari, dry, S No 6-6, occupier Meenaka Rugga, bounded on the north by S No 6-5 east by S No 2; south by S No 6-7; west by the remaining portion of the village	0 03
Mustajari, dry, S No 6-7, occupier Minaka Neelamaro, bounded on the north by S. No. 6-6, east by S. No 1; south by S. No. 7, west by the remaining portion of the village	0-03
Mustajari, dry, S No 7-1, occupier Minaka Neelamaro, bounded on the north by S No 6; east by S. No 3; south by S No. 7-2; west by the remaining portion of the village	0 03
Mustajari, dry, S No 7-2, occupier Minaka Jogi, bounded on the north by S No. 7-1; east by S. No. 3; south by S No. 7-3, west by the remaining portion of the village	0-03
Mustajari, dry, S. No 7-3, occupier Immanika Lodi, bounded on the north by S. No. 7-2, east by S No 3; south by S. No 7-4, west by the remaining portion of the village	0-05
Mustajari, dry, S. No 7-4, occupier Immanika Daka, bounded on the north by S No. 7-3, east by S No. 3, south by S No 7-5; west by the remaining portion of the village	0 03
Mustajari, dry, S. No 7-5, occupier Immanika Malli, bounded on the north by S No. 7-4; east by S No. 3; south by S No. 7-6; west by the remaining portion of the village	3-07
Mustajari, dry, S No 7-6, occupier Minaka Malli, bounded on the north by S No. 7-5, east by S No 1; south by S No 8; west by the remaining portion of the village	0-04
Mustajari, dry, S. No 8-1, occupier Meenaka Malli, bounded on the north by S. No. 7-, east by S No 3; south by S No 8-2, west by the remaining portion of the village	0 09
Mustajari, dry, S No 8-2, occupier Immanika Lodi, bounded on the north by S No 8-1; east by S. No. 4, south and west by the remaining portion of the village	0-18
Mustajari, dry, S No. 9-1, occupier Immanika Malli, bounded on the north by the remaining portion of the village and by S No 1; east by the remaining portion of the village, south and west by S. No 9-2	0-07
Mustajari, dry, S. No. 9-2, occupier Meenaka Rugga, bounded on the north by S 9-1, east by the remaining portion of the village; south by S. No. 9-3, west by S. No. 2	0-03
Mustajari, dry, S. No. 9-3, occupier Meenaka Neelamma, bounded on the north by S. No. 9-2, east by the remaining portion of the village; south by S No 9-4; west by S. No. 2	0 05
Mustajari, dry, S No 9-4, occupier Immanika Kishna, bounded on the north by S. No 9-3; east by the remaining portion of the village; south by S. No 10; west by S. No. 2	0-02
Mustajari, dry, S. No. 10-1, occupier Immanika Kishna, bounded on the north by S No. 9; east by the remaining portion of the village, south by S No 10-2, west by S. No. 2	0-09
Mustajari, dry, S. No. 10-2, occupier Poolaka Bittu, bounded on the north by S. No. 10-1, east by the remaining portion of the village, south by S No. 10-3; west by S. No 2	0-05
Mustajari, dry, S. No. 10-3, occupier Immanika Kishna, bounded on the north by S. No. 10-2; east by the remaining portion of the village; south by S. No. 10-4, west by S No. 2 ..	0 06
Mustajari, dry, S. No 10-4, occupier Meenaka Neelamma, bounded on the north by S No 10-3; east by the remaining portion of the village; south by S. No 10-5, west by S. No 3 ..	0-06
Mustajari, dry, S. No. 10-5, occupier Immanika Lodi, bounded on the north by S. No 10-4, east by the remaining portion of the village, south by S. No. 10-6, west by S. No. 3	0 05
Mustajari, dry, S No 10-6, occupier Meenaka Rugga, bounded on the north by S No 10-5; east by the remaining portion of the village; south by S. No. 11; west by S No 3	0-01
Mustajari, dry, S. No. 11-1, occupier Meenaka Rugga, bounded on the north by S No. 10; east by the remaining portion of the village, south by S No. 11-2, west by S. No 3	0 12
Mustajari, dry, S. No. 11-2, occupier Meenaka Nilamaro, bounded on the north by S. No. 11-1; east by the remaining portion of the village; south by S. No 11-3; west by S. No 2	0 08
Mustajari, dry, S. No 11-3, occupier Meenaka Jogi, bounded on the north by S No 11-2; east by the remaining portion of the village; south by S. No. 11-4, west by S. No 2	0 06
Mustajari, dry, S No 11-4, occupier Immanika Lodi, bounded on the north by S No 11-3, east by the remaining portion of the village, south by S. No. 11-5, west by S. No 3	0 06
Mustajari, dry, S. No 11-5, occupier Immanika Daka, bounded on the north by S No. 11-4, east by the remaining portion of the village; south by S. No. 11-6; west by S. No. 3	0-07
Mustajari, dry, S. No 11-6, occupier Immanika Malli, bounded on the north by S No. 11-5; east by the remaining portion of the village; south by S. No. 12, west by S No. 3	0-05
Mustajari, dry, S. No. 12-1, occupier Immanika Malli, bounded on the north by S. No 11, east by the remaining portion of the village; south by S. No. 12-2; west by S No 3	0 02
Mustajari, dry, S. No 12-2, occupier Meenaka Malli, bounded on the north by S No 12-1, east by the remaining portion of the village; south by S. No. 12 3, west by S. No. 2	0 12
Mustajari, dry, S. No. 12-3, occupier Immanika Daka, bounded on the north by S. No. 12-2; east and south by the remaining portion of the village; west by S. No. 4	0-17

	Acs.
Mustajari, dry, S. No 13, occupier Immanika Deka, bounded on the north and west by the remaining portion of the village; east by S. No. 4 and by the village boundary of Bekuruguda; south by the village boundary of Bukurugada	0 07
Total ..	2 55

NOTE.—The owner of the above fields is the Maharaja of Jeypore.

Karlakona village.

Inam, dry, S. No. 6-1, occupier Buddika Ramanna, bounded on the north and west by the remaining portion of the village; east by S. No. 6, south by S. No. 6-2	0·55
Inam, dry, S. No 6-2, occupier Buddika Mahavo, bounded on the north by S. No. 6-1; east by S. No. 6; south by S. No. 6-3; west by the remaining portion of the village	0·52
Inam, dry, S. No. 6-3, occupier Nurja Trilochana, bounded on the north by S No. 6-2, east by S. No. 6, south by S No 6-4; west by the remaining portion of the village	0 51
Inam, dry, S No. 6-4, occupier Kadraka Hakina, bounded on the north by S No. 6-3; east by S No 6; south by S. No 6-5, west by the remaining portion of the village	0·51
Inam, dry, S No. 6-5, occupier Neelagiri Radhamani, bounded on the north by S. No 6-4, east by S. No 4; south by S. No 7; west by the remaining portion of the village	0·56
Inam, dry, S No 7-1, occupier Buddika Mahavo, bounded on the north by S. No 6; east by S. No 4; south by S. No 7-2; west by the remaining portion of the village	0 58
Inam, dry, S. No. 7-2, occupier Buddika Somadu, bounded on the north by S. No 7-1; east by S. No 3 and 4, south by S. No 7-3; west by the remaining portion of the village	0 79
Inam, dry, S No 7-3, occupier Buddika Narayana, bounded on the north by S. No. 7-2; east by S. No 3; south by S No 7-4; west by the remaining portion of the village	0 99
Inam, dry, S. No. 7-4, occupier Tigula Narasamma, bounded on the north by S No 7-3, east by S. No 3; south by S No 6, west by the remaining portion of the village	0 46
Inam, dry, S No 8-1, occupier Buddika Jangamma, bounded on the north by S. No 7, east by S No 2, south by S No. 8-2; west by the remaining portion of the village	0 68
Inam, dry, S No 8-2, occupier Nurja Trilochana, bounded on the north by S No 8-1; east by S No. 2; south by S. No 8-3; west by the remaining portion of the village	0 61
Inam, poramboke, gedda, S. No 8-3, owner Maharaja of Jeypore, bounded on the north by S. No. 8-2; east by S No 2; south by S. No. 8-4; west by the remaining portion of the village	0 61
Inam, dry, S No 8-4, occupier Kadraka Hakina, bounded on the north by S. No 8-3; east by S. No 2, south by S. No. 8-5; west by the remaining portion of the village	0 45
Inam, dry, S No 8-5, occupier Neelagiri Radhamani Bounded on the north by S. No. 8-4; east by S No 2; south by S. No. 8-6, west by the remaining portion of the village	0 58
Inam, dry, S. No 8-6, occupier Buddika Narayana, bounded on the north by S. No. 8-5; east and south by S. No. 2; west by the remaining portion of the village	0 06
Inam, dry, S No 9-1, occupier Buddika Ramanna, bounded on the north and east by the remaining portion of the village; south by S No 8-2; west by S No. 5	0·28
Inam dry, S. No. 9-2, occupier Buddika Mahavo, bounded on the north by S No. 9-1, east by the remaining portion of the village, south by S. No 9-3, west by S. No 5	0·31
Inam, dry, S. No. 9-3, occupier Nurja Trilochana, bounded on the north by S. No. 9-2; east by the remaining portion of the village, south by S. No. 9-4; west by S. Nos 4 and 5	0 58
Inam, dry, S No. 9-4, occupier Kadraka Hakina, bounded on the north by S. No. 9-3, east by the remaining portion of the village; south by S No. 10, west by S. No. 4	0·39
Inam, dry, S No 10-1, occupier Neelagiri Radhamani, bounded on the north by S No. 9, east by the remaining portion of the village, south by S. No. 10-2, west by S Nos 3 and 4	0·74
Inam, dry, S No. 10-2, occupier Buddika Somadu, bounded on the north by S No 10-1, east by the remaining portion of the village; south by S No. 10-3, west by S No. 5	0 38

	Acs.
Inam, dry, S No 10-3, occupier Buddika Narayana, bounded on the north by S No. 10-2; east by the remaining portion of the village, south by S No 11, west by S. No. 3	0·54
Inam, dry, S No. 11-1, occupier Tegula Narasamma, bounded on the north by S No 10; east by the remaining portion of the village; south by S No 11-2; west by S. No 5	0 62
Inam, dry, S No. 11-2 occupier Buddika Jangamma, bounded on the north by S. No. 11-1; east by the remaining portion of the village; south and west by S. No 2	0 62
Total ..	13 51

NOTE.—The owner of the above fields is Chandramani Santha Pathuni, daughter-in-law of Bhagiradhu Santhapatro, who was granted the village on Talapu Deroni Service tenure subject to the payment of Kathuboh of Rs 7 by the Jeypore Estate. The mortgagee of the above lands is Srikaraka Bakshi Patro of Boyagada

Deodala village.

Mustajari, dry, S. No. 6-1, occupier Buddika Baro, bounded on the north and west by the remaining portion of the village, east by S. No 2, south by S. No. 6-2	0 04
Mustajari, dry S. No 6 2, occupier Poolaka Bandoo, bounded on the north by S No 6-1, east by S No 2, south by S. No. 6-3; west by the remaining portion of the village	0 12
Mustajari, dry, S No 6-3, occupier Poolaka Lachumanna, bounded on the north by S No 6-2; east by S No 2, south by S. No. 6-4; west by the remaining portion of the village	0 07
Mustajari, dry, S. No 6-4, occupier Buddika Baro, bounded on the north by S No. 6-3, east by S. No. 2; south by S. No 6-5, west by the remaining portion of the village	0·07
Mustajari. dry, S. No. 6-5, occupier Immanika Nalla, bounded on the north by S No. 6-1, east by S No. 2; south by S. No 7, west by the remaining portion of the village	0 01
Mustajari, dry, S No. 7-1, occupier Immanika Nalla, bounded on the north by S No. 6; east by S. No. 2; south by S. No. 7-2; west by the remaining portion of the village	0 02
Mustajari, dry, S. No 7-2, occupier Poolaka Sano, bounded on the north by S. No 7-1; east by S No 2; south by S. No 7-3; west by the remaining portion of the village	0·06
Mustajari, dry, S No. 7-3, occupier Poolaka Seetamma, bounded on the north by S. No 7-2, east by S No. 2; south by S No. 7-4; west by the remaining portion of the village	0·10
Mustajari, dry S No. 7-4, occupier Poolaka Kubna bounded on the north by S. No. 7-3; east by S. No 2, south by S No 7-5; west by the remaining portion of the village	0 07
Mustajari, dry, S No 7-5 occupier Poolaka Rimbo, bounded on the north by S. No. 7-4, east by S. No. 2, south by S. No. 7-6, west by the remaining portion of the village	0 07
Mustajari, dry, S No. 7-6, occupier Poolaka Seea, bounded on the north by S No 7-5; east by S. No. 2; south by S. No 8; west by the remaining portion of the village	0 03
Mustajari, dry, S. No. 7-1, occupier Poolaka Sungadu, bounded on the south by S. No 7; east by S No. 2, south by S No 8-2; west by the remaining portion of the land	0 04
Mustajari, dry, S. No. 8-2, occupier Poolaka Lachumanna bounded on the north by S No 8-1; east by S No 1; south by S. No 8-3; west by the remaining portion of the village	0·02
Mustajari, dry, S No. 8-3, occupier Poolaka Seetamma, bounded on the north by S No 8-2; east by S No 1, south by S. No. 8-4; west by the remaining portion of the village	0·01
Mustajari dry, S No. 8-4, occupier Poolaka Kishna, bounded on the north by S No 8-3, east by and south by S No 1 and the remaining portion of the village; west by the remaining portion of the village	0 04
Mustajari dry, S. No. 9-1, occupier Poolaka Seetamma bounded on the north and east by the remaining portion of the village, south by S No 9-2, west by S No 2	0 05
Mustajari, dry S No 9-2, occupier Poolaka Bandoo, bounded on the north by S No. 9-1; east by the remaining portion of the village, south by S. No. 9-3; west by S No. 2	0 08

	Acs.
Mustajuri, dry, S. No. 9-3, occupier Poolleko Lutchumanna, bounded on the north by S No 9-2, east by the remaining portion of the village; south by S No 9-4, west by S. No. 2	0·05
Mustajuri, dry, S. No. 9-4, occupier Biddika Bapu, bounded on the north by S. No. 9-3; east by the remaining portion of the village; south by S. No 10; west by S. No. 2	0·05
Mustajuri, dry, S. No. 10-1, occupier Immatika Nana bounded on the north by S No 9; east by the remaining portion of the village; south by S. No 10-2; west by S No 2	0·03
Mustajuri, dry, S No 10-2, occupier Poolaka Sanu, bounded on the north by S No 10-1; east by the remaining portion of the village, south by S. No 10-3; west by S. No 2	5·04
Mustajuri, dry, S. No 10-3, occupier Biddika Bapu, bounded on the north by S. No. 10 1; east by the remaining portion of the village, south by S. No 10-4; west by S No 2	0·02
Mustajuri, dry, S No 10-4, occupier Immerika Kalla, bounded on the north by S. No. 10 3; east by the remaining portion of the village, south by S No 10-5; west by S No 2	0·02
Mustajuri, dry, S No 10-5, occupier Poolaka Sanu, bounded on the north by S No 10-4; east by the remaining portion of the village, south by S. No. 10-6, west by S No 2	0·02
Mustajuri, dry S No. 10-6, occupier Poolaka Chinnamani, bounded on the north by S No. 10-5; east by the remaining portion of the village, south by S. No 10-7, west by S No. 2	0·05
Mustajuri, dry, S No. 10-7, occupier Poolaka Nanlo, bounded on the north by S. No. 10-6; east by the remaining portion of the village; south by S No. 10-8, west by S No 2	0·02
Mustajuri, dry, S. No. 10-8, occupier Poolaka Rambe, bounded on the north by S No 10-7, east by the remaining portion of the village; south by S No 10-9; west by S No. 2	0·03
Mustajuri, dry, S No 10-9, occupier Poolaka Basu, bounded on the north by S. No 10 8, east by the remaining portion of the village; south by S No. 11; west by S. No. 2	0·01
Mustajuri, dry, S No. 11-1, occupier Poolaka Basu, bounded on the north by S. No 10; east by the remaining portion of the village, south by S. No. 11-2, west by S. No. 2	0·02
Mustajuri, dry, S. No. 11 2, occupier Poolaka Singaia, bounded on the north by S. No 11-1; east by the remaining portion of the village; south by S No. 11-3, west by S No 2	0·03
Mustajuri, dry, S No 11-3, occupier Poolaka Lutchumanna, bounded on the north by S No 11-2, east by the remaining portion of the village; south by S. No 11-4, west by S. No 1	5·02
Mustajuri, dry, S. No. 11-4, occupier Poolaka Seetanna, bounded on the north by S No 11-3, east by the remaining portion of the village; south by S No 11-5, west by S No. 1 ..	0·03
Mottajuri, dry, S. No. 11-5, occupier Poolaka Krishna, bounded on the north by S No 11-4; east by the remaining portion of the village; south by S No. 11-6; west by S. No. 1	0·01
Mustajuri, dry, S No. 11-6, occupier Poolaka Lutchumanna, bounded on the north by S No 11-5; east and south by the remaining portion of the village; west by S No. 1	0·02
Total .	1·43

NOTE.—The owner of the above S/de is the Maharaja of Jeypore

Under section 6 of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the waste or arable lands mentioned below and measuring the extent noted against each, be the same a little more or less, are needed for a public purpose, to wit, for the construction of the Trichinopoly-Karaikudi Railway line; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Karaikudi, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. Under sub section (1) of section 17 of the Act, the Governor in Council further directs that possession of the said lands may be taken on the expiry of fifteen days after the publication of the notice mentioned in section 9 (1) of the Act. A plan of the lands is kept in the office of the Special Deputy Collector, Karaikudi, and may be inspected at any time during office hours.

Ramnad district, Sivaganga zamindari, Tiruppattur taluk, Mattur (Inam) village.

	Acs.
Dry (forest), S. No 2 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr Rm Ct. Pl. Palaniyappa Chettiyar), bounded on the north by (2) Illuppaikudi village, east by T.S. No. 2; south by T S. No. 6; west by Mattur Melakkadu	1·03
Dry (forest), S. No. 2 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple Mattur (trustee Vr Rm Ct Pl Palaniyappa Chettiyar), bounded on the north by Iluppaikudi village); east by T S No 3; south by T S No 6; west by T.S. No 1	2·02
Dry (forest), S No. 3 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple Mattur (trustee Vr Rm Ct Pl Palaniyappa Chettiyar), bounded on the north by Iluppaikudi village; east by Mattur Melakkadu, south by T S. No. 4, west by T S No 2	1·71
Dry (forest), S. No 4 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr, Rm Ct Pl Palaniyappa Chettiyar), bounded on the north by T S No. 3, east by Mattur Melakkadu; south by T.S. No. 9; west by T S. No 3	1·82
Dry (forest), S. No 5 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr. Rm. Ct. Pl Palaniyappa Chettiyar), bounded on the north by T S. No. 2; east by T S. No. 4, south by T S No. 5, west by T S. No. 6..	2·79
Dry (forest), S No. 6 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr. Rm Ct Pl Palaniyappa Chettiyar), bounded on the north by T S No 1, east by T.S No 5, south by T S No. 7, west by Mattur Melakkadu	1·77
Dry (forest), S. No 7 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr. Rm Ct. Pl. Palaniyappa Chettiyar), bounded on the north by T S No 6; east by T.S. No 8, south by T S. No 12; west by Mattur Melakkadu	1·61
Dry (forest), S. No 8 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr Rm. Ct Pl Palaniyappa Chettiyar), bounded on the north by T S No. 6; east by T S. No 9, south by T S. No. 11; west by T S. No 7 ..	2·55
Dry (forest), S No. 9 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr. Rm Ct Pl Palaniyappa Chettiyar), bounded on the north by T S No 4, east by Mattur Melakkadu; south by T S. No. 10, west by T.S. No. 8	1·64
Dry (forest), S. No. 10 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple Mattur (trustee Vr Rm Ct Pl. Palaniyappa Chettiyar), bounded on the north by T.S No 9, east by Mattur Melakkadu, south by Iluppaikudi village; west by T S. No 11	1·45
Dry (forest), S. No. 11 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr. Rm Ct. Pl. Palaniyappa Chettiyar), bounded on the north by T S No. 8; east by T.S. No 10, south by Iluppaikudi village; west by T S. No 12	1·97
Dry (forest), S No 12 part of Mattur Melakkadu, belonging to Ainutheeswaraswami temple, Mattur (trustee Vr. Rm. Ct. Pl Palaniyappa Chettiyar), bounded on the north by T.S. No 7, east by T S. No 11; south by Iluppaikudi village; west by Mattur Melakkadu	0·90
Total ..	21·16

NOTE.—The melvaramdars for the above lands are Mattur Ainutheeswaraswami temple (trustee Vr. Rm. Ct. Pl. Palaniappa Chettiyar and (2) the Zamindar of Sivaganga represented by the Estate Collector, Sivaganga).

Vadakudi Perniyanandal, hamlet of Nerpugapatti (zamin) village.

	Acs.
Dry, T.S. No. 1-1, part of Vadakudi Kadu, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees, (1) N. P. Ramaswami Chettiyar, (2) Rm. K, Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by Vadakudi Kadu; east by T.S. No. 1-6; south by T.S. No. 1-2; west by Vadakudi Kadu	0·42
Perumbahu (tank), T.S. No. 1-3, part of Perniyan Kanmoi, belonging to Deshanathaswamin Kovil of Puvandipatti or Nagarasurakkudi [trustees, (1) N. P. Ramaswami Chettiyar, (2) Rm. S. Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by T.S. No. 1-1 east by T.S. No. 1-6; south by T.S. No. 1-3; west by Perniyan Kanmoi	0·18
Dry, T.S. No. 1-2, part of Vadakudi Kadu, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees, (1) N. P. Ramaswami Chettiyar, (2) Rm. K. Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. M. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by T.S. No. 1-3, east by T.S. No. 1-6 and Kottari village, south and west by Vadakudi Kadu	0·32
Dry, T.S. No. 1-4, part of Vadakudi Kadu, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees, (1) N. P. Ramaswami Chettiyar, (2) Rm. K. Rm. Ramaswami Chettiyar, (3) Al. A. Subramaniyan Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by Kanadukottan village; east by T.S. No. 2-1; south by T.S. No 1-6, west by Vadakudi Kadu and T.S. No. 1-1	2·61
Perumbahu (tank), T.S. No. 1-5, part of Perniyan Kanmoi, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees, (1) N. P. Ramaswami Chettiyar, (2) Rm. K. Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by T.S. No. 1-4; east by T.S. No. 2-2; south by T.S. No. 1-6; west by T.S. No. 1-3	0·87
Dry, T.S. No. 1-6, part of Vadakudi Kadu, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees, (1) N. P. Ramaswami Chettiyar, (2) Rm. K. Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by T.S. No. 1-5, east by T.S. No. 2-3 and Kottari village, south and west by T.S. No. 1-3	1·27
Dry, T.S. No. 2-1, part of Vadakudi Kadu, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees, (1) N. P. Ramaswami Chettiyar, (2) Rm. K. Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by Kanadukottan village; east by Kottari village; south by T.S. No. 2-2 and Kottari village, west by T.S. No. 1-4 ..	3·68
Perumbahu (tank), T.S. No. 2-2, part of Perniyan Kanmoi, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees (1) N. P. Ramaswami Chettiyar, (2) Rm. K. Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by T.S. No. 2-1; east by Kottari village; south by T.S. No. 2-3; west by T.S. No. 1-5	0·10
Dry, T.S. No. 2-3, part of Vadakudi Kadu, belonging to Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees (1) N. P. Ramaswami Chettiyar, (2) Rm. K. Rm. Ramaswami Chettiyar, (3) Al. A. Subramanian Chettiyar, (4) S. Rm. S. Vr. Kasivesvanathan Chettiyar], bounded on the north by T.S. No. 2-2; east and south by Kottari village; west by T.S. No. 1-6 ..	0·71
Total ..	9·01

NOTE.—The malvaramdars for these lands are (1) Deshanathaswami Kovil of Puvandipatti or Nagarasurakkudi [trustees, N. P. Ramaswamy Chettiyar, Rm. K. Rm. Ramaswami Chettiyar, Al. A. Subramanian Chettiyar, S. Rm. S. Vr. Kasivesvanathan Chettiyar, and (2) the Zamindar of Sivaganga represented by the Estate Collector, Sivaganga.

Under section 6 of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby declares that the waste or arable lands mentioned below and measuring 27·76 Acres, be the same a little more or less, are needed for a public purpose, to wit, for the construction of the Karaikudi-Manamadura Railway line; and, under sections 3 and 7 of the same Act the Special Deputy Collector, Karaikudi, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. Under sub-section (1) of section 17 of the Act, the Governor in Council further directs that possession of the said lands may be taken on the expiry of fifteen days after the publication of the notice mentioned in section 9 (1) of the Act. A plan of the lands is kept in the office of the Special Deputy Collector, Karaikudi, and may be inspected at any time during office hours.

Ramnad district, Sivaganga zamindari, Tiruppattur taluk, Seturaghunathapattanam (zamin) village.

	Acs.
Dry, forest, T.S. No. 1, part of Karungudi, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sr. Pl. Palaniyappa Chettiyar and Sr. Rm. Chidambaram Chettiyar), Al. Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by Senpa village; east by T.S. No 2; south by T.S No 4; west by Karungudi ..	0·74
Dry, forest, T.S No. 2, part of Karungudi, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sr. Pl. Palaniyappa Chettiyar and Sr Rm Chidambaram Chettiyar), Al. Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by Senpa village; east by Karungudi; south by T.S. No. 3; west by T.S. No. 1 ..	1·74
Dry, forest, T.S. No. 3, part of Karungudi, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi Virappa Chetti chatram (trustees Sr. Pl. Palaniyappa Chettiyar and Sr. Rm. Chidambaram Chettiyar), Al. Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S. No 2, east by Karungudi; south by T.S. No. 6; west by T.S. No. 4 ..	0·33
Dry, forest, T.S No. 4, part of Karungudi, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sr. Pl. Palaniyappa Chettiyar and Sr Rm Chidambaram Chettiyar), Al. Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S No 1; east by T.S No 3; south by T.S. No 5; west by Karungudi ..	0·42
Dry, forest, T.S. No. 5, part of Karungudi, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sr. Pl. Palaniyappa Chettiyar and Sr Rm Chidambaram Chettiyar), Al. Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S No 4, east by T.S. No 6; south by T.S. No 10; west by Karungudi ..	0·99
Dry, forest, T.S. No. 6, part of Karungudi, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sr. Pl. Palaniyappa Chettiyar and Sr Rm Chidambaram Chettiyar), Al. Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S. No. 5; east by T.S. No. 7; south by T.S. No. 9; west by T.S. No. 5 ..	1
Dry, forest, T.S. No. 7, part of Karungudi, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sr. Pl Palaniyappa Chettiyar and Sr Rm. Chidambaram Chettiyar), Al. Ar. Rm Arunachalam	

	ACS
Chettiyar, Zamindar of Devakottai, bounded on the north and east by Karungadu, south by T S. No. 8, west by T S No. 6	0·33
Dry, forest, T S No 8, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm Chidambaram Chettiyar), Al Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S No. 7, east by Karungudu; south by T S. No 13, west by T.S. No. 9	1·01
Dry, forest, T S. No 9, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St Pl Palaniyappa Chettiyar and St Rm Chidambaram Chettiyar), Al. Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S. No. 8; east by T.S No. 5; south by T S. No 13; west by T S No 10 ..	2·06
Dry, forest, T S. No. 10, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Marukshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St Pl Palaniyappa Chettiyar and St. Rm Chidambaram Chettiyar) Al. Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S No. 5; east by T S No. 9; south by T S. No. 11, west by Karungadu ..	1·03
Dry, forest, T.S. No 11, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm. Chidambaram Chettiyar), Al Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S No. 10, east by T S No. 12; south by T S No. 13-1; west by Karungadu and T.S. No. 13-2	1·03
Dry, forest, T S No 12, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm Chidambaram Chettiyar), Al Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on north by T.S. No. 8; east by T.S. No 13, south by T S No. 13; west by T S. No 11	2·06
Dry, forest, T S. No 13, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm Chidambaram Chettiyar), Al Ar. Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T.S. No 8; east by Karungadu; south by T.S. No. 14; west by T.S. No. 12 ..	1·06
Dry, forest, T.S. No. 14, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm. Chidambaram Chettiyar), Al Ar. Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S. No 13, east by Karungudu; south by T S No 19-1; west by T S. No. 15 ..	1·13
Dry, forest, T.S. No. 15, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minatchisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm Chidambaram Chettiyar), Al. Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S No 13; east by T.S No 14; south by T S No 18-1, west by T.S. No 16-2 ..	2·07
Dry, forest, T S. No. 16-1, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm Chidambaram Chettiyar), Al. Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai,	ACS.
bounded on the north by T S. No. 11; east by T S No 15; south by T S No. 17-1; west by T.S. No 16-1 and Karungadu	1 34
Dry, forest, T.S. No 16-2, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St Rm Chidambaram Chettiyar), Al Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by Karungadu; east by T S. Nos 16-1 & 15; south and west by Karungadu ..	0 91
Dry, forest, T S No 17-1, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa, Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl, Palaniyappa Chettiyar and St. Rm. Chidambaram Chettiyar, Al Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S No 16-1; east by T.S No. 16-1; south by T S No T S No 17-2, west by Karungadu	0 42
Dry, forest, T.S No. 18-1, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm Chidambaram Chettiyar), Al. Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S No. 13; east by T S No. 19-1; south by T S No 18-2; west by T.S No 17-1 ..	0 77
Dry, forest, T.S No 19-1, part of Karungadu, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St Rm Chidambaram Chettiyar), Al. Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S No. 14, east by Karungadu, south by T S No 18-2; west by T.S No 14-1 ..	0·85
Dry, T S No 17-2, part of Arunamarathe poojai, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti, Sinna Virappa Chetti guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm. Chidambaram Chettiyar), Al Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S No. 17-1; east by T.S. No. 18-2, south by Padattanpatti village; west by Arunamarathe poojai	0·23
Dry, T S No. 18-2, part of Arunamaratha poojai, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl Palaniyappa Chettiyar and St Rm. Chidambaram Chettiyar), Al Ar Rm Arunachalam Chettiyar, Zamindar of Devakottai, bounded on north by T S. No. 13-1; east by T S No 19-2, south by Padattanpatti village; west by T.S No. 17-2	0 32
Dry, T S. No. 19-2, part of Arunamaraiha poojai, belonging to minors Virappa Chettiyar, Murugappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees St. Pl. Palaniyappa Chettiyar and St. Rm. Chidambaram Chettiyar), Al Ar. Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S No. 19-1, east by Arunamarathu poojai; south by Padattanpatti village, west by T.S No 18-2	0·25
Wet, T S. No 20-1, part of Muthuvayakkal, belonging to V. Senkolo, bounded on the north by Padattanpatti village, east by T S No. 21-1; south by T S No 20 2, west by T S No 20-2 ..	0·10
Wet, T S No 21-1, part of Muthuvayakkal, belonging to V Senkolo, bounded on the north by Padattanpatti village; east by T.S. No 22-2, south by T S. No. 21-3 & 2, west by T S. No. 20-1	0·23
Wet, T S. No. 22-2, part of Muthuvayakkal, belonging to V. Senkolo, bounded on the north by Padattanpatti village; east by T S No. 22-1 and Muthuvayakkal of Senkolo; south by T.S. Nos. 22-3, 4 & 6; west by T S No 21-1	0·19
Wet, T S. No. 22-9, part of Muthuvayakkal, belonging to V. Senkolo, bounded on the north by T S No. 22-7; east by Muthuvayakkal of Senkolo; south and west by T S. No. 22 10 ..	82

	Acs.
Wet, T S No 22-1, part of Muthuvayakkal, belonging to Irudayan, bounded on the north by Pudattanpatti village; east by Muthuvayakkal of Irudayan, south and west by T S No 22-2 ..	0·015
Wet, T S No 22-3, part of Muthuvayakkal, belonging to Sourimuthu, bounded on the north by T S No. 22-2; east by Muthuvayakkal of Sourmuthan, south by T S. No 22-4; west by T S No. 22-2	0 03
Wet, T S No. 22-4, part of Muthuvayakkal, belonging to Vedamuthan, bounded on the north by T S. No 22-2 & 3; east by Muthuvayakkal of Vedamuthan; south by T S No. 22-6; west by T.S. No. 22-5	0 09
Wet, T S No. 22-7, part of Muthuvayakkal, belonging to Vedamuthan, bounded on the north by T S No. 22-5; east by T S. No. 21-6 and Muthuvayakkal of Vedamuthan, south by T S. No. 22-8; west by T S No. 22-6	0·06
Wet, T S. No. 22-6, part of Muthuvayakkal, belonging to V A Andoni, bounded on the north by T S Nos. 22-2 & 4; east by T S. No. 22 4, south by T S No 22-7; west by T S No 21-2	0 03
Wet, T.S. No 22-5, part of Muthuvayakkal, belonging to V A. Andoni, bounded on the north by T S No 22-4; east by Muthuvayakkal of Andoni, south and west by T.S. No 22-7	0·04
Wet, T S, No. 21-2, part of Muthuvayakkal, belonging to V. A Andoni, bounded on the north by T S No 21-1, east by T S. No. 22-6; south and west by T S. No. 21-3	0·04
Wet, T.S. No. 20-3, part of Muthuvayakkal, belonging to V. M Andoni, bounded on the north by T.S. No 20-1, east by T.S. No. 21-3; south and west by T S No. 20-3	0·015
Wet, T S. No. 21-3, part of Muthuvayakkal, belonging to V. M Andoni, bounded on the north by T S. No. 21-1, east by T.S. Nos. 21-2 and 22-6; south by T.S Nos. 21-4 and 21-5; west by T S Nos. 22-3 and 21-5	0·38
Wet, T S No 22-8, part of Muthuvayakkal, belonging to V. M. Andoni, bounded on the north and east by T S No 22-7; south by T S No. 22-10, west by T S No 21-3 ..	0·05
Wet, T.S. No. 21-4, part of Muthuvayakkal, belonging to Tr. M. Arulandu, bounded on the north by T S. No. 21-3, east by T S. No. 22-10, south and west by T S, No 21-5	0·005
Wet, T.S. No. 22-10, part of Muthuvayakkal, belonging to Tr. M Arulandu, bounded on the north by T S No. 22-8, east by T S. No. 22-9 and Muthuvayakkal of Aruloodo; south by T.S. No. 22-11, west by T S. Nos. 21-4 and 22-12 ..	0·30
Wet, T.S. No. 20 4, part of Muthuvayakkal, belonging to Santhiyagu, bounded on the north by T S No. 20-3; east by T.S. No. 21-3; south by Peyyalar village; west by Mangudi Ibedal land of Santhiyagu	0 321
Wet, T S No 21-5, part of Muthuvayakkal, belonging to Santhiyagu, bounded on the north by T S. No 21 6, east by T.S. No. 22-12; south by T S No. 21-7; west by T.S. No. 20-4 ..	0·65
Wet, T.S. No. 22-12, part of Muthuvayakkal belonging to Santhiyagu, bounded on the north by T.S. No. 22-11; east by Muthuvayakkal of Santhiyagu; south by T S No. 22-13; west by T.S. No 21-6	0 178
Wet, T.S No. 21-7, part of Muthuvayakkal, belonging to Sellan, bounded on the north by T.S. No 21-5, east by T S No 22-13; south by T.S Nos 22-8 and Peyyalar village; west by T S. No. 21-6 and Peyyalar village	0 22
Wet, T.S. No. 22-13, part of Muthuvayakkal, belonging to Sellan, bounded on the north by T S, No. 22-12, east by Muthuvayakkal of Sellan, south by T.S. Nos 16 and 22-14, west by T S. No. 21-7	0·17
Dry, T.S. No 20-3, part of anain waste, belonging to minors Virappa Chettiyar, Muruggappa Chetti, Arunachalam Chetti, Minakshisundram Chetti, and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sri. Pl. Palaniyappa Chettiyar and Sri. Rm. Chidambaram Chettiyar), Al. Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by Pudattanpatti village and T S Nos 20-1 and 20-2, east by T S No 21-5; south by T S. No 20-4, west by anain waste..	0·16
Dry, T S. No 21-6, part of anain waste, belonging to minors Virappa Chettiyar, Muruggappa Chetti, Arunachalam Chetti, Minakshisundram Chetti, and Sinna Virappa Chetti, guardian mother Umayal Achi, Virappa Chetti chatram (trustees Sri. Pl. Palaniyappa Chettiyar and Sri. Rm. Chidambaram Chettiyar), Al. Ar Rm. Arunachalam Chettiyar, Zamindar of Devakottai, bounded on the north by T S Nos. 21-3 and 21-5; east by T S. No 21-7; south and west by Peyyalar village	0 006
Total ..	27·76

NOTE.—The melvaramdars for these lands are: (1) Umayal Achi, guardian and mother of her minor sons Virappa Chettiyar, Muruggappa Chetti, Arunachalam Chetti, Minakshisundaram Chetti, Sinna Virappa Chetti, (2) Dannakodi Virappa Chetti chatram (trustees Sri. Pl Palaniyappa Chettiyar and Sri Rm Chidambaram Chettiyar), (3) Al Ar. Rm Arunachalam Chettiyar, Zamindar of Devakottai and (4) the Zamindar of Sivagunga represented by the Estate Collector, Sivagunga.

J. F. HALL,
Secretary to Government.

DEVELOPMENT DEPARTMENT.

APPOINTMENTS.

Fort St. George, August 29, 1927.

No. 267.—Mr. *H.* Wheatley, Officer in charge, Government Chinchona, Department, will continue to be Officer in charge until the return of Mr. A. Wilson from leave.

No. 268.—Dr B. L. Manjunath, Acting Manufacturing Chemist, to act as Manufacturing Chemist, during the period of the absence of Mr. Wheatley on other duty.

Fort St George, August 30, 1927.

No. 269.—M.R.Ry. U. L. Venkatanarasayya, Senior Inspector of Co-operative Societies, to act as Assistant Registrar and Manager of the office of the Registrar of Co-operative Societies, *vice* M.R.Ry. C. Narayanan Nayar granted leave.

NOTIFICATIONS.

Fort St. George, August 30, 1927
(G.O No. 1354, Development).

No. 270.—Under clauses (b) and (c) of sub-section (1) of section 3 of the Madras Agricultural Pests and Diseases Act, 1919, as amended by Act VII of 1925, the Government, Ministry of Development, prohibit the transport of the plant known as water hyacinth (Eichornia speciosa Kunth) from one village to another or its transplantation from one water source or receptacle to another in the Madura district for a further period of one year from 1st September 1927 and direct that the weed wherever found in the said district be killed.

Fort St. George, August 17, 1927.

No. 256.—The following draft of an addition to the rules issued under section 30 of the Indian Mines Act, 1923 (IV of 1923), published on pages 35-36 of Part I of the *Fort St. George Gazette*, dated 6th January 1926, which it is proposed to make in exercise of the powers conferred by clause (*g*) of section 30 of the Act, is published as required by sub-section (1) of section 31 of the Act for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after 23rd November 1927. Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Governor in Council :—

DRAFT ADDITION.

After rule 20 of the said rules, the following rule shall be inserted, namely :—

"20-A. The abstracts of the Act and of the regulations and rules required by section 33 of the Act to be posted up at or near every mine shall be as prescribed hereunder. They shall be in English and in the principal vernaculars of the district in which the mine is situated."

Abstract of the Indian Mines Act (VI of 1923), the Indian Metalliferous Mines Regulations, 1926, and the rules made under the Act.

Affixed here (at or near the mine) under the provisions of section 33.

	Period of employment.		Time for meals
	From A.M.	To P.M.	
Monday to Friday and Saturday.			Morning Midday Afternoon Saturday

Signature of { Manager, Owner or Agent,

Date.

GENERAL.

(1) Except in case of an emergency involving serious risk to the safety of the mine or of persons employed therein, no persons other than those holding positions of supervision or management or employed in a confidential capacity shall be employed in a mine,

(*a*) on more than six days in any one week,

(*b*) if he works above ground, for more than 60 hours in any one week,

(*c*) if he works below ground, for more than 54 hours in any one week.

(2) All work of persons employed below ground shall be calculated from the time they leave the surface of the mine to the time they return to the surface.

(3) No person under the age of thirteen years shall be employed in the mine, or be allowed to be present in any part of the mine which is below ground.

(4) Every fly-wheel and all exposed and dangerous parts of machinery shall be kept securely fenced.

(5) Any defect or dangerous flaw in any machinery (apparatus or appliance) shall be immediately brought to the notice of the manager, undermanager or engine-wright by the person in charge of the machinery, apparatus or appliance.

(6) No intoxicating drink or drug shall be consumed in or at the mine without the consent of the manager and no person in a state of intoxication shall enter or be allowed to remain in or about the mine.

(7) No person shall pull down, injure or deface any abstract of the Indian Mines Act, 1923, or any copy of the regulations, rules or by-laws made thereunder which is posted up at the mine or any notice posted up in pursuance of the regulations of the mine.

(8) No person shall remove or pass through any fence or remove or pass any danger-signal unless specially authorized by the manager or an official empowered by the manager in that behalf.

(9) No person occupying any position of trust in or about a mine shall sleep whilst on duty.

SANITATION AND HEALTH.

(10) A sufficient supply of wholesome drinking water shall be provided for employees free of cost.

(11) Sufficient and suitable latrine and urinal accommodation shall be provided on the surface and, if necessary, in the underground workings.

The accommodation in the case of latrines shall be not less than one seat per 50 employees.

FIRST AID.

(12) A sufficient number of employees shall be trained in ambulance work, if 50 or more persons are employed underground.

(13) Stretchers, splints and bandages and dressings shall be kept available in mines in which explosives are habitually used.

MINE WORKINGS.

(14) The sides of open workings shall be properly sloped, stopped, or secured so as to prevent danger from falls of material

(15) The roofs and sides of all travelling roads and working places shall be kept secure.

(16) Any place in or about an excavation which is dangerous shall be made safe or securely fenced.

(17) Abandoned workings shall be similarly fenced and protected

(18) An adequate amount of ventilation shall be constantly produced in every mine to clear away smoke and to dilute and render harmless inflammable and noxious gases to such an extent that the working places of the shafts, levels, and workings of the mine, and the travelling roads to and from these working places, shall be in a safe state for persons working or passing therein.

(19) No person shall get on or off a cage, skip, tub or bucket used for lowering or raising persons after the same has been set in motion, or leave it until it has reached the appointed stopping place; nor shall any person ride on the top or edge of any cage, skip, bucket or box except when engaged upon work in the shaft.

(20) No person, when ascending or descending a shaft, shall take with him any tools or other bulky materials save when engaged in repairing the shaft or when otherwise specially authorized by the manager.

(21) No person shall ride in a shaft on, or against a loaded cage, skip, bucket or box.

(22) All ladders shall be securely fastened to the sides of timbering of the shaft

EXPLOSIVES.

(23) The following precautions prescribed in regard to the use of explosives and the carrying out of blasting operations must be strictly followed :—

(*a*) Explosives shall not be taken into or kept in a dwelling house but only in a properly constructed magazine.

(*b*) Explosives shall not be stored underground in a mine except with the approval of an Inspector in writing, and in a magazine or magazines duly licensed.

(*c*) Explosives shall be issued only to competent persons appointed by the manager or underground manager or foreman, and no unauthorized person shall have explosive in his possession.

(*d*) No naked light shall be taken into an underground magazine or store.

(*e*) All blasting operations shall be conducted by or under the personal direction of duly competent persons, not less than 18 years of age appointed for the purpose.

(*f*) All unused explosive shall be returned to the magazine without delay.

(*g*) No explosive shall be taken into a mine except in a secure case, canister or bag containing not more than five pounds each, and a person shall not have in use or keep for use, at one time in any one place within the mine more than one such case, canister or bag.

(*h*) When explosives are being carried on a ladder, each case, canister or bag shall be securely fastened to the person carrying it.

(*i*) In the process of charging or stemming a hole no person shall use an iron or steel tool, scraper or tamping rod, nor shall he use undue force in pressing the explosive into the hole or strike it when at the bottom of the hole.

(*j*) Before a shot is fired in an underground working place due warning shall be given in persons in the vicinity, and every entrance to the place where a shot is about to be fired shall be guarded so as to prevent any person, not having received warning, from placing himself in dangerous proximity to the shot.

(*k*) In open workings blasting shall not be commenced until such warning as will prevent danger to the persons working in the mine and in its vicinity has been given by an efficient system of signals or by other means arranged by the manager. Notice shall similarly be given as soon as blasting is finished.

(*l*) After a shot has been fired in an underground working place the person who fired the shot or a competent person appointed in writing by the manager of the mine shall before any other person enters the place, make a careful examination and with his assistants make the place safe. No other person shall enter the place until the examination has been made and the place has been declared to be safe in all respects.

(*m*) No person shall bore out a hole that has once been charged or attempt to withdraw a charge either before firing or after a misfire, or deepen or tamper with empty holes or sockets left after blasting.

(*n*) When a misfire occurs, a portion of the tamping may be dislodged out with compressed air or water under pressure, but no kind of tool shall be used for this purpose. The hole shall thereafter be reprimed and fired.

(*o*) No person shall drill or cause or permit to be drilled any hole within 12 inches of a misfired hole and care shall be taken to drill the new hole in such a direction that there is no danger of touching the unexploded charge. The new hole shall be bored in the presence of an authorized shotfirer and he shall be present during operations undertaken for the removal of debris lying within 6 feet of the misfired hole. A careful search amongst the debris shall be made for cartridges and detonators, if any.

(*p*) If a place where a misfire has occurred is temporarily vacated a man shall be posted to warn all persons in the neighbourhood of the fact, or the place shall be fenced so as to prevent access. In open workings it will be sufficient to mark the place of misfire with a red flag.

INSPECTIONS.

(24) The Chief Inspector and Inspectors of Mines are empowered to enter any mine and make inspections and inquiries to see that all rules are observed and that work is being carried on under proper conditions.

(25) All reasonable facilities should be afforded to Inspectors in carrying out their duties.

(26) The District Magistrate may exercise the powers of an Inspector subject to any orders of the Local Government.

MISCELLANEOUS.

(27) Notice of all accidents causing loss of life or serious bodily injury, outbreaks of fire, irruption of water or explosive shall be sent immediately by telephone or telegraph to the Inspector and to the district or subdivisional magistrate in the prescribed form within twenty-four hours.

(28) In case the accident results in death the fact should be reported to the District and Subdivisional Magistrate within twenty-four hours.

Copies of the abstract can be obtained on payment from the Superintendent, Government Press, Madras.

Fort St. George, August 22, 1927

(*G.O. Mis. No.* 1385, *Development*).

No. 282.—In exercise of the powers conferred by section 3 (1), clause (*a*), of the Madras Agricultural Pests and Diseases Act, 1919, as amended by Madras Act VII of 1923, the Government, Ministry of Development, hereby declare that the plant known as "water hyacinth" (Eichhornia speciosa Kunth) is a 'noxious weed.'

Under section 3 (1), clauses (*b*) and (*c*), of the Act, the Government, Ministry of Development, prohibit the transport of this weed from one village to another or its transplantation from one watersource or receptacle to another in the Tanjore district for a period of one year from the 1st September 1927 and direct that the weed wherever found in the said district be killed.

No. 283.—In exercise of the powers conferred by section 21, clause (*a*), of the Madras Agricultural Pests and Diseases Act, 1919, the Government, Ministry of Development, hereby declare that in respect of the plant known as water hyacinth the word 'plant' shall include the 'seed of the plant'.

No. 284.—In connexion with the destruction of the water hyacinth in the Tanjore district, the following are appointed inspecting officers under section 19 of the Madras Agricultural Pests and Diseases Act III of 1919, as amended by Madras Act VII of 1925:—

(i) Revenue inspectors, minor irrigation overseers, supervisors and overseers of the Public Works and Local Fund departments and sanitary inspectors and overseers attached to the municipalities in the Tanjore district.

(ii) Under section 21 (*f*) of the aforesaid Act, the Government, Ministry of Development, are pleased to direct that appeals under section 6 of the Act shall lie to the Tahsildar or Deputy Tahsildar in independent charge having jurisdiction over the water-sources or premises concerned.

Fort St. George, August 30, 1927.

No. 271.—Under section 48 (1) of the Land Acquisition Act, 1894, the Government of Madras in the Ministry of Development, hereby withdraw from the acquisition of the lands noted below, measuring 83·97 acres, situated in the Nedukatti village, Coonoor taluk, the Nilgiris district, and specified in the notification dated 26th August 1926, published on pages 1813 to 1814 of Part I of the *Fort St George Gazette*, dated 31st August 1926, as being required for the provision of

house-sites for the members of the Nilgiri Co-operative Homesteads, Limited, the Nilgiris.

	Acs.
Dry, No 558, belonging to Mr. David William Hall (owner), bounded on the north by No. 559, east by No 567; south by No 552; west by No. 496 ..	3·03
Dry, No 559, belonging to Mr David William Hall (owner), bounded on the north by No. 560, east by No. 567, south by No 559, west by No. 494 ..	4·93
Dry, No. 560, belonging to Mr. David William Hall (owner), bounded on the north by No. 562, east by No 593; south by Nos 559 and 567; west by Nos. 561 and 491	7·46
Dry, No 431, belonging to Mr. David William Hall (owner), bounded on the north by No. 563; east by No. 559; south by No. 431; west by No 170;	10 87
Dry, No. 559, belonging to Mr David William Hall (owner), bounded on the north by No 567; east by Nos 595 and 556, south by No 553; west by Nos 562 and 567	0 63
Dry, No 567-A, belonging to Mr David William Hall (owner), bounded on the north by Nos. 560, 593 and 594; east by Nos 567-B and 595; south by No. 556, west by Nos. 560 and 558	21 62
Dry, No. 567-B, belonging to Mr. David William Hall (owner), bounded on the north by No 595; east by No 593, south by No. 556; west by No. 567-A	2 46
Dry, No 553, belonging to Mr David William Hall (owner), bounded on the north by No. 556; east, south and west by No 562 A-4	15·24
Dry, No 562 A-2, belonging to Mr. David William Hall (owner), bounded on the north by No. 559, east by No. 563, south by No. 551 A-1; west by No 496	9·30
Dry, No 494-A, belonging to Mr. David William Hall (owner), bounded on the north and east by No. 494 B, south by No 496, west by Nos. 345 and 495	3·79
Dry, No. 196, belonging to Mr. David William Hall (owner), bounded on the north and east by No. 494, south by No 495, west by No. 345 ..	0 93
Dry, No 493-A, belonging to Mr. David William Hall (owner), bounded on the north by Nos. 493 and 494; east by No 493-B; south and west by No. 345	5 25
Total ..	83·67

V. PANDRANG ROW,
Secretary to Government.

PUBLIC WORKS AND LABOUR DEPARTMENT.

ERRATA.

Fort St. George, August 27, 1927.

To the notification published at page 1214 of Part I of the *Fort St. George Gazette*, dated 2nd August 1927, in respect of the lands required for the Canal System of the Cauvery-Mettur Project in Mulchasa Vilar cauba, Thottam village, Tanjore taluk,

For "Inam, dry" before S. No. 382-7, *read* "Inam, wet".

For "Inam, dry" before S. No. 381, *read* "Pond".

Insert before S. No. 386-14 "Inam, dry".

NOTIFICATIONS.

Fort St. George, August 26, 1927.

Whereas there is reason to believe that the Malas residing in Nallattur village in Tiruttani division of the Chittoor district are addicted to the systematic commission of non-bailable offences, the Governor in Council, in exercise of the powers conferred on him by section 3 of the Criminal Tribes Act (VI of 1924), hereby declares the said Malas to be a criminal tribe for the purpose of the said Act.

Under section 10 of the Criminal Tribes Act, the Governor in Council directs that every registered member of the said criminal tribe of Malas living in Nallattur village, Tiruttani division, Chittoor district, shall report himself at such intervals as may be prescribed by the District Magistrate, Chittoor, and shall also notify his place of residence and any change or intended change of residence and any absence or intended absence from his residence.

Fort St. George, July 30, 1927.

Under section 11 of the Criminal Tribes Act, 1924 (VI of 1924), the Governor in Council is pleased to declare that the tribe of persons known as the Teluga Pamulus, already notified to be a criminal tribe for the purposes of the said Act, who may be found in the districts of Ganjam, Vizagapatam and East Godavari, shall be restricted in its movements in the said districts to the areas outside the 'Agency tracts', i.e., the scheduled districts as defined in Acts XIV and XV of 1874.

Fort St. George, August 25, 1927.

THE KANADUKATHAN ELECTRIC LICENCE, 1926.

An application for an amendment to the above licence having been made to the Secretary to the Government of Madras, Public Works and Labour Department, notice is hereby given that every local authority, company or person desirous of making any representation, with reference to this application, may do so by letter addressed to the Secretary to the Government of Madras, Public Works and Labour Department, within three months of the date of issue of the newspaper containing the first advertisement.

THE KANADUKATHAN ELECTRIC LICENCE, 1926.

5. *Area of Supply* :—*Insert* '5' after 10° to read 10° 5' North Latitude.

9. *Compulsory Works* (a).—*Delete* 'and Karaikudi' after 'feeders and distributing mains in Kottaiyur';

'S' in maps after 'as indicated in black on the deposited';

'and D' after 'deposited map c';

'and Karaikudi' after 'union boundaries of Kottaiyur';

'and Karaikudi' after 'within twelve months thereof in case of Kottaiyur'.

First Annexure—Compulsory Works :—*Delete* '(1) Karaikudi', '(5) Ariyakudi', '(10) Chekkalai', '(11) Kovilloor', '(12) Manegiri' and *arrange* the other twelve villages in order from 1 to 12 and *change* '(3) to (17)' as '(2) to (12)' after any of the villages noted in.

(For the Kanadukathan Electric Supply Corporation, Limited)

S. A. A. ANNAMALAI CHETTIYAR,
Managing Director.

Fort St. George, September 6, 1927.

The following notifications of the Government of India are republished :—

DEPARTMENT OF INDUSTRIES AND LABOUR.

Simla, the 16th *August* 1927.

No. G.-(Elec.)-1.—In exercise of the powers conferred by section 37 of the Indian Electricity Act, 1910 (IX of 1910), the Governor-General in Council is pleased to direct that the following further amendments shall be made in the Indian Electricity Rules, 1922, the same having been

previously published as required by sub-section (1) of section 38 of the said Act, namely :—

1. After rule 40 of the said rules the following heading and rule shall be inserted, namely :—

"Precautions to be adopted by consumers and owners, electrical contractors and electrical workmen

40-A. (1) No electrical installation work, including additions, alterations, repairs and adjustments to existing installations, except such replacement of lamps, fans, fuses, switches and other component parts of the installation as in no way alters the capacity and character of the installation, shall be carried out upon the premises or on behalf of any consumer or owner for the purposes of the supply of energy to such consumer or owner, except by a duly licensed electrical contractor and under the direct supervision of a person holding a certificate of competency issued by the Local Government.

(2) Subject to the condition of previous publication, the Local Government may make rules prescribing conditions for the grant, renewal and cancellation of certificates of competency.

(3) This rule shall come into force in any province or part thereof on such date as the Local Government may by notification in the local official Gazette appoint."

2. After rule 106 the following rule shall be inserted, namely :—

"106-A. Where any electrical installation work of the nature specified in rule 40-A has been carried out otherwise than by a duly licensed electrical contractor and under the direct supervision of a person holding a certificate of competency granted by the Local Government under that rule, the consumer or owner, the contractor (if any) through whom the work was carried out, the person who carried out the work, and the person under whose immediate supervision it was carried out shall each be punishable with fine which may extend to three hundred rupees".

POSTS AND TELEGRAPHS BRANCH.

Simla, the 15th August 1927.

No. 8-P.O.—In exercise of the powers conferred by the Indian Post Office Act, 1898 (VI of 1898), the Governor-General in Council is pleased to direct that the following further amendments shall be made in the Indian Post Office Rules, 1920, namely :—

1. In sub-rule (3) of rule 154 of the said rules, the words "at the ordinary rate only" shall be omitted.

2. After rule 159 of the said rules the following heading and rule shall be added, namely :—

"*Inde-Tanganyika Territory telegraphic money orders.*

No. 159-A.—Telegraphic money orders may be issued from any post office in India and from the head post office at Aden for any post office in the Tanganyika Territory. The limits of value and other conditions laid down in the foregoing rules relating to telegraphic money orders between India and Great Britain and Northern Ireland and the Irish Free State shall apply to telegraphic money orders for or from the Tanganyika Territory :

Provided that the fees for such telegraphic money orders shall be made up of (i) the money order commission at the rates applicable to ordinary money orders for the Tanganyika Territory and (ii) a telegraph charge calculated on the actual number of words used in the telegram advising the remittance at the rate in force for the time being for an ordinary or deferred telegram, as the case may be."

3. In rule 160 of the said rules, for the words "the Straits Settlements and Kedah" the words "the Straits Settlements, Kedah and the Tanganyika Territory" shall be substituted.

RAILWAY DEPARTMENT.

RAILWAY BOARD.

Simla, the 16th August 1927.

No. 1208 P.—It is hereby notified for general information that the Railway Board have sanctioned the construction, by the agency of the South Indian Railway Administration of a line of railway on the metre gauge, from Trichinopoly via Pudukottah and Karaikudi to Manamadura, a distance of about 94 miles.

The line will be known as the Trichinopoly-Manamadura Railway.

Fort St. George, August 30, 1927.

Under section 48 (i) of the Land Acquisition Act I of 1894 as amended by Land Acquisition (Amendment) Act XXXVIII of 1923, the Governor in Council hereby cancels the acquisition of 1·35 acres of land in S. No. 33/1 of Challapalli village, Divi taluk, Kistna district, specified in the notification published on pages 649 and 650 of Part I of the *Fort St. George Gazette*, dated 19th April 1927, as required for the construction of police lines.

ACQUISITION OF LANDS.

Fort St. George, August 25, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·53 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for provision of house-sites to Adi-Andhras; and, under sections 3 and 7 of the same Act, the District Labour Officer, East Godavari, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, Cocanada, and may be inspected at any time during office hours.

East Godavari district, Rajahmundry taluk, Damareddipalli village.

	ACRE.
Darsanla inam, S. No. 30-A part, belonging to Ramalla Venkanna Garu and Ramalla Venkatasubbayya Garu, bounded on the north by S. Nos. 34 and 31, east by S. No. 30-B; south by part of S. No. 30-A; west by S. No. 34	0·53

Fort St. George, August 27, 1927.

Under section 6, Act I of 1894, as amended by Act XXXVIII of 1923, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·03 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. II, Tanjore, and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk, No. 162, Paruttikkottai village.

	ACRE.
Government, dry S. No. 196-B part, temporary sub-division No. 196-B, belonging to Ayyaswami Mandurar, bounded on the north by S. No. 194-1; east by S. No. 194-B; south and west by S. No. 196-B	0·03

Fort St. George, August 30, 1927.

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the canal system of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector, No. II, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 (c) of the Act, appoints the Special Deputy Collector, No. II, Tanjore, to perform the functions of a Collector under section 5 A of the Act. All persons interested in the lands are required to lodge before the Special Deputy Collector, No. II, Tanjore, within thirty days after the issue of this notification, a statement in writing of their objections if any, to the proposed acquisition.

Tanjore district, Tanjore taluk, No. 144.
Neyveyal Tenpadi village.

	Approximate extent. Acs.
Government, dry—	
S. No. 19-A 1 ..	0·07
,, 21-1 ..	0 14
,, 2 ..	0 18
,, 3 ..	0 32
,, 4 ..	0·04
,, 5 ..	0 02
,, 6 ..	0 14
,, 7 ..	0·07
,, 8 ..	0·03
,, 9 ..	0 04
,, 10 ..	0 36
,, 12 ..	0·30
,, 13 ..	0·08
,, 14 ..	0 51
,, 20 ..	0 24
,, 17 ..	0 09
,, 19 ..	0 21
,, 20 ..	0 14
,, 21 ..	0·27
,, 22 ..	0 23
,, 22 B-4 ..	0 02
,, 3 ..	0 03
,, 27-2 ..	0 09
,, 4 ..	0 06
,, 5 ..	0 06
,, 7 ..	0·54
Nattam, poramboke—	
S. No. 27-3 ..	0·07
Government, dry—	
S. No. 27-10 ..	0·13
,, 19 ..	0·21
,, 30 A-1 ..	0·11
,, 4 ..	0·05
,, 5 ..	0·10
,, 6 ..	0 23
,, 9 ..	0 24
,, 11 ..	0 02
,, 12 ..	0·07
,, 13 ..	0·14
,, 14 ..	0·01
,, 16 ..	0 07
,, 39 B-3 ..	0 29
,, 4 ..	0·07

	Approximate extent. Acs.
Government, dry—	
S. No. 39 B-5 ..	0 09
,, 6 ..	0·05
,, 10 ..	0 25
,, 12 ..	0·13
,, 13 ..	0·15
,, 14 ..	0 06
,, 20 ..	0 37
,, 40 A-1 ..	0 11
,, 2 ..	0 27
,, 3 ..	0 11
,, 4 ..	0·10
,, 20 ..	0·03
,, 15 ..	0·12
,, 17 ..	0 25
,, 49 B-1 ..	0·12
,, 2 ..	0 09
,, 3 ..	0·02
,, 6 ..	0 04
,, 41 C-5 ..	0 19
,, 9 ..	0 01
,, 19 ..	0·06
,, 20 ..	0·22
Nattam, poramboke—	
S. No. 41 C-21 ..	0·11
Government, dry—	
S. No. 41 C-22 ..	0·03
,, 23 ..	0·01
,, 53 B-3 ..	0 11
,, 4 ..	0 27
,, 7 ..	0·23
,, 8 ..	0 21
,, 9 ..	0 32
,, 54 A-14 ..	0 03
,, 55 A 1 ..	0 04
,, 3 ..	0 13
,, 4 ..	0 01
,, 7 ..	0·16
,, 8 ..	0 19
,, 9 ..	0·07
,, 10 ..	0·17
,, 12 ..	0 03
,, 13 ..	0·27

NOTE.—In the case of fields included in the notification published at pages 1786 and 1787 of Part I of the *Fort St. George Gazette*, dated 22nd September 1925, the extents shown in this notification are in addition to those already notified.

Fort St. George, August 27 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 1·10 acres, be the same a little more or less, are needed for a public purpose, to wit, for foot-path and village-site extension for Adi-Andhras; and, under sections 3 and 7 of the same Act, the District Labour Officer, Nellore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the District Labour Officer, Nellore, and may be inspected at any time during office hours.

Nellore district, Kovur taluk, Dandigantla village.

	Acs.
Government, dry, S. No. 60 H-2, belonging to Vavilla Kanakamma, bounded on the north by No. 67 D-2 (Vavilla Lakshmayya), east by No. 65 H-3 (Vavilli Kanakamma); south by No. 65 G (Vavilla Kanakamma); west by Nos. 65-H 1 (Vavilla Kanakamma) and 60-1 A & 3-B, Adi Andhrahati ..	0·17
Government, dry, S. No. 95-G, belonging to 1. Vellampalli Chennabhiyd Reddi, bounded on the north by No. 65-H-2 & H 3 (Vavilla Kanakamma); east by No. 65-G 2, Vellampalli Chennabhi and Reddi, south by No. 15, Varini village boundary; west by No. 60-2 B, village-site	0·19
Government, dry, S. No. 67-D, subdivisions 1 and 2, belonging to Nukalapati Nagavaraddi, Vellampalli Chennabhiyd Reddi, Chalabavada and Venkata Lakshmamma, bounded on (to north by No. 71, vaga, east by Nos. 67-E and 67 F (Nellari Papah); south by Nos. 65-H 1 and 65-H 2 (Vavilla Kanakamma) and 60-1 A (Nellari Papah); west by No. 74, vaga	0 65
Government, dry, S. No. 66i-A, belonging to Nellari Papiah, bounded on the north by No. 67-D 1 (Vavilla Lakshmaiah), east by No. 67-H 1 (Vavilla Kanakamma); south by No. 60-B 1 (Vavilla Lakshmaiah), west by No. 100, vaya ..	0 22
Total ..	1·10

Fort St. George, August 29, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·69 acre, be the same a little more or less, is needed for a public purpose, to wit, for the grant of house sites to Settibalijas; and, under sections 3 and 7 of the same Act, the District Labour Officer, East Godavari, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, Cocanada, and may be inspected at any time during office hours.

East Godavari district, Cocanada taluk, Madhavapatnam village.

	Acres.
Inam, dry, No. 12-1 a portion, belonging to (1) Manda Venkataramanamurty, (2) Manda Bhavanarayana, (3) Manda Annamma, (1) Manda Bateshramanna, (2) to (4) are minors under the guardianship of No. 1, bounded on the north by No. 13; east and south by No. 13-1 A portion; west by Nos. 58 and 59	0·69

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·53 acre, be the same a little more or less, is needed for a public purpose, to wit, for providing a pathway to the Adi-Andhras of Edurumondi village; and, under sections 3 and 7 of the same Act, the District Labour Officer, Kistna, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, Kistna, and may be inspected at any time during office hours.

Kistna district, Divi taluk, Edurumondi village.

	Acres.
Government, dry, R.S. No. 14-5 B (O.S. No. 1310 part), belonging to Boswada Nanadi and Boswada Mahalakshmayya, bounded on the north by R.S. No. 10-6 A; east by R.S. No 147; south by R.S. No 146, west by R.S. No. 135	0 17
Government, dry, R.S. No. 136-B (O.S. Nos. 1343 and 1344 part), belonging to Syana Pattaraju, son of Subbayya, bounded on the north by R.S. No. 135 A, east by R.S. No 14, south by R.S. Nos. 136 and 141, west by R.S. No. 134 ..	0 36
Total ..	0 53

Fort St. George, August 30, 1927.

Under section 9, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 4 acres and 43,162 square feet, be the same a little more or less, are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. I, Mannargudi, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, No. I, Mannargudi, and may be inspected at any time during office hours.

Tanjore district, Mannargudi taluk, No. 135 Aeeshum village.

	Sq. ft.
Mannargudi No 6 channel	
Inam, dry, T.S No 4449-2, belonging to T.D. No. 558, Sri Rajagopalaswami, managers for the time being Messrs K S Sivasubrahmanya Ayyar, Rao Bahadur K. G. Srinivasa Mudaliyar and Tiruvenkataswami Ayyangar, bounded on the north by No 4449-1, east by No 4450-1 B, south by No. 4449-3; west by V. No. 136, Gopalayam village	12,088
Inam, dry, T.S. No 4450-1 E, belonging to T.D. No. 558, Sri Rajagopalaswami, managers for the time being Messrs K. S Sivasubrahmanya Ayyar, Rao Bahadur K. G Srinivasa Mudaliyar and Tiruvenkataswami Ayyangar, bounded on the north by No 4450-1 A; east by No. 4450-1 C; south by No. 4450-1 E, west by No. 4449-2 ..	20,899
Inam, dry, T. S. No. 4450-1 C, belonging to T.D. No. 558, Sri Rajagopalaswami, managers for the time being Messrs K. S. Sivasubrahmanya Ayyar, Rao Bahadur K G. Srinivasa Mudaliyar and Tiruvenkataswami Ayyangar, bounded on the north by No 4450-1 A, east by No. 4450 1 D; south by No. 4450-1 E; west by No. 4450-1 B ..	16,904
Inam, dry T S No 4450-1 D, belonging to T.D. No. 558, Sri Rajagopalaswami, managers for the time being Messrs K. S. Sivasubrahmanya Ayyar, Rao Bahadur K. G. Srinivasa Mudaliyar and Tiruvenkataswami Ayyangar, bounded on the north by No. 4450-1 A; east by Nos. 4450-1 A and 4462-2; south by No. 4450-1 E; west by No. 4450 1 E & 1 C	42,310
Inam, dry, T.S. No. 4676-1, belonging to T D. No. 558, Sri Rajagopalaswami, managers for the time being Messrs K S Sivasubrahmanya Ayyar, Rao Bahadur K. G Srinivasa Mudaliyar and Tiruvenkataswami Ayyangar, bounded on the north and east by No. 4676-2; south by No. 4587-2; west by No 4462-2	1,227
Government, dry, T S. No. 4587-2, belonging to P. Sauri Ayyangar, Gopalaratna Sastrigal, A. Tiruvaiyachariyar, A. Rajagopala Ayyangar, Alamelu ammal, guardian to minor Srinivasan, Sadagopa Ayyangar, Ethirajathammal, guardian to minor Singam alias Srinivasachariyar, Tiruvenkataswami Ayyangar, Sengammal, guardian to minor Venkatachariyar, Cho Ramanuja Ayyangar and Viraraghava Ayyangar, bounded on the north by Nos. 4676-1 and 4587-1; east by Nos. 4587-1 and 4586-1 B; south by Nos 4587-3 and 4598-1; west by No. 4587-5	19,393
Government, dry, T.S. No. 4586 1B, belonging to Kalyanasundaram Ayyar, A Venkatarama Ayyar, Rajagopala Ayyar, P Sarangathammal, T M Rangaswami Ayyar, M. S. Srinivasa Ayyar, Venaba Ayyar alias Ramanuja Ayyar, P Sauri Ayyangar, Gopalaratna Sastrigal, A. Tiruvaiyachariyar, A Rajagopala Ayyangar, Alamelu Ammal, guardian to minor Srinivasan, R. V. Rama Ayyar, A Arumuga Mudaliyar and Viraraghava Ayyangar, bounded on the north by No 4586-1 A; east by No 4586-1 A & 2 B; south by Nos 4598-1 and 4591-1 A; west by No. 4587-2	7,632
Government, dry, T.S No 4586-2 B, belonging to Govindaswami Odayar, bounded on the north and east by No. 4586 2 A; south by No. 4591-1 A, west by No. 4586-1 B	6
Government, dry, T.S. No. 4598-1, belonging to Janaki Bai, guardian to minor Ramachandran, bounded on the north by Nos 4587-2 and 4586-1 B; east by No. 4591-1 A; south and west by No. 4598-2	4,838

	Sq. ft.
Government, dry, T S. No 4591-1 A, belonging to Janaki Bai, guardian to minor Ramachandran, bounded on the north by No 4598-1 B, east by No 4591-1 A; south by No 4591-1 D; west by No. 4598 1	14,560
Government, dry, T.S. No 4593-1 A, belonging to Janaki Bai, guardian to minor Ramachandran, bounded on the north by No 4586; east by No. 4593-2 A; south by No. 4593-1 B; west by No. 4591-1 A	6,094
Government, dry, T S. No. 4593-2 A, belonging to Janaki Bai, guardian to minor Ramachandran, bounded on the north by No 4586; east by No. 4594-1, south by No 4593-2 B; west by No. 4593-1 A	8,592
Government, dry, T.S. No 4594-1, belonging to Janaki Bai, guardian to minor Ramachandran, bounded on the north by No 4586; east by No. 4595-2; south by No. 4594-2; west by No. 4591-2 A	5,248
Government, dry, T S No. 4595-2, belonging to Janaki Bai, guardian to minor Ramachandran, bounded on the north by No. 4595-1; east by No 4594-1 A; south by No. 4595-3; west by No 4594-1	5,931
Government, dry, T S. No. 4596-1 A, belonging to (1) G Krishna Rao and (2) Gurusami Ayyar of Vallagedi, No. 2 in the enjoyar, bounded on the north by Nos 4586, 4583 and 4582, east by No. 3250-2; south by No 4596-1 B, west by No. 4595-2.	82,282
Total ..	219,462 or 4 Acres and 43,162 sq. ft.

Fort St. George, August 27, 1927.

Whereas it appears to the Government that land is likely to be needed in 14, Vinayakantern village of the Kumbakonam taluk, Tanjore district, for the purpose of constructing lascars' huts at Lower Anicut, notice is hereby given to all whom it may concern, in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923, and His Excellency the Governor in Council hereby authorizes the Sub-Collector, Kumbakonam, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 of the same Act, the Government appoint the Sub-Collector, Kumbakonam, to perform the functions of a Collector under the Act. Under sub-section 4 of section 17 of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923, the Governor in Council further directs that in view of the urgency of the case, the provisions of section 5 A of the Act shall not apply to the acquisition of the said arable land mentioned below.

Tanjore district, Kumbakonam taluk, No. 15. Vinayakantern village.

	Acs.
Ryotwari, dry, R S 86-2 B, belonging to Anandalingam Chetti, Swaminatha Padayachi and Siranga Padayachi, bounded on the north by No 96; east by No. 86-2 C; south by No. 87; west by No 86-2 A	1.15
Minor Inam, dry T.D No. 1662, R S No. 97-1 B belonging to Sri Vilisiyandavar temple, present managers, Swaminatha Padayachi and Kalimuthu Vandayar, bounded on the north by No. 96, east and south by No. 98; west by No. 97-1 A,	0.52

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·53 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for extension of village-site for Madigas; and, under sections 3 and 7 of the same Act, the Revenue Divisional Officer, Kurnool, is appointed to perform the functions of a Collector under the Act and directed to take order for the

acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Kurnool, and may be inspected at any time during office hours.

Kurnool district, Nandikotkur taluk, Vempento village.

	Acre.
Government, wet, S. No. 243-2 B, belonging to Nampa Reddi and Lingamma, bounded on the north by No 240; east by Nos. 247 and 257 A; south by No 243-2 C; west by No. 243-2 A ..	0·53

Fort St. George, August 26, 1927.

Whereas it appears to Government that the lands mentioned below are needed for a public purpose, to wit, for the improvement of the tail end of regulator at 1 M-1-2 of Rengasamudram distributary in Nirethan village, Nilakkottai taluk, Madura district, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Act XXXVIII of 1923. The Government hereby authorize the Sub-Collector, Dindigul, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 (c) appoint the Sub-Collector, Dindigul, to perform the functions of the Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the said officer, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Madura district, Nilakkottai taluk, Nirethan village.

	Acre.
Government, wet, R.S. No 122-4 part, belonging to Vellaya Reddi alias Mathu Reddi, s. Vellaya Reddi alias Venkata Reddi, Muthukrishnan Chetti, Veerabadra Ekali and Gorkala Ekali, bounded on the north by R S No. 121; east by R S. No. 122-1 part; south by R.S. No. 123; west by R S. No 130	0·03
Government, wet, R.S. No 134-2 part, belonging to Vakil Reddi and Akki Reddi, represented by guardian Rappancal, bounded on the north by R S No 134-2 part; east by R.S. No 130; south by R.S No. 134-5; west by R.S No 134-2 part.	0 03
Total ..	0 16

Fort St. George, August 27, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·24 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for provision of house-sites for Adi-Dravidas; and, under sections 3 and 7 of the same Act, the District Labour Officer, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, Tanjore and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk, No. 13 Sorakkudipatti village.

	Acre
Government, wet, No. 342 B-2, belonging to 10. Palaniyayi, bounded on the north by No. 342-B 1-A; east by No 304, south by No. 342 B-3; west by No. 342 B 1 A	0·15
Government, wet, No. 342 B-3, belonging to S. Pethu Sembayan Muthiriyan, bounded on the north by No 342 B-2; east by No. 304; south by No. 343-A; west by No. 342 B 1-A	0·09
Total ..	0 24

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·73 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the extension of the burial-ground of the Ada-Dravidas and the provision of a pathway thereto; and, under sections 3 and 7 of the same Act, the District Labour Officer, North Arcot, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, North Arcot, Vellore, and may be inspected at any time during office hours.

North Arcot district, Vellore taluk,
No. 8. Vinnamangalam village.

	Acre.
Dry, No. 273-1 A, belonging to Muneswami Mudali, bounded on the north by S. No 40 of Kannadikuppam; east by S. No. 273-1 B; south by S No 273-3 A, west by S No. 272	0 07
Dry, No. 273-3 A, belonging to Muruswami Nayade, bounded on the north by S Nos 273-1 A & 3-B; east by S. Nos. 274-1 and 273-6 B; south by S. Nos. 273-4, 328 and 327; west by S. No. 272 ..	0·66
No. 7. Kannadikuppam village.	
Dry, No. 47-1, belonging to Hatarau Bi, bounded on the north by S. No. 74; east by S. No. 47-2; south by S No. 49, west by S No. 46	0 00
Total ..	0·73

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector, No. I, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and, under section 3 (c) of the Act, appoints the Special Deputy Collector, No. I, Tanjore, to perform the functions of a Collector under section 5 A of the Act. All persons interested in the lands are required to lodge before the Special Deputy Collector, No. I, Tanjore, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Tanjore taluk,
No. 50. Perambur Second Seth village.

			Approximate extent. Acre.
Government, dry, R.S. No.	388-3	.. ..	0 09
Do.	389-4	.. ..	0 14
		Total ..	0 23

Whereas it appears to Government that the undermentioned lands are needed for a public purpose, to wit, for the provision of a pathway, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923, and the Governor in Council hereby authorizes the District Labour Officer, South Arcot, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. All persons interested in the lands are required to lodge before the aforementioned officer within thirty days after the issue of the notification

a statement in writing of their objections, if any, to the proposed acquisition. Under sections 3 (*c*) and 5-A of the same Act, the Governor in Council appoints the District Labour Officer, South Arcot, to perform the functions of the Collector under the Act.

South Arcot district, Chidambaram taluk, Elleri village.

	ACRE.
Inam, dry, R S No 18-10 part, belonging to K. Murugan, bounded on the north and east by No 19; south by No. 18-14 part; west by No. 18-10 part	0·0125
Inam, dry, R.S. No. 18-14 part, belonging to N. Thiruvenkatam, bounded on the north by No. 18-10 part; east by No. 19; south by No. 74; west by No. 18-14 part	0 015
Ryotwari, wet, R S. No. 18-1 part, belonging to K. Madar Sahib, bounded on the north and east by No. 19-1 part; south by No. 18, west by No 17.	0·0125
Total ..	0 04

Whereas it appears to Government that the undermentioned lands are needed for a public purpose, to wit, for the provision of house-site for the caste labourers, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923, and the Governor in Council hereby authorizes the District Labour Officer, South Arcot, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. All persons interested in the lands are required to lodge before the above-mentioned officer, within thirty days after the issue of the notification, a statement in writing of their objections, if any, to the proposed acquisition. Under sections 3 (*c*) and 5-A of the same Act, the Governor in Council appoints the District Labour Officer, South Arcot, to perform the functions of the Collector under the Act.

South Arcot district, Chidambaram taluk, Chinnamerkkanam village.

	ACRE.
Ryotwari, dry, R S. No. 102-2, belonging to Ramakrishna Reddiyar, Venkatapathi Reddiyar, Appaji Reddiyar and Sambasiva Reddiyar, bounded on the north by No 84; east by Nos. 91 and 102-3 parts; south by Nos. 102-3 part and 104; west by No. 102-1	0·18
Ryotwari, wet, R S. No. 102-3 part, belonging to Rama Reddiyar, bounded on the north by No 102-2; east and south by No. 102-3 part; west by No 102-2	0 04
Total ..	0 22

Fort St. George, August 30, 1927.

Whereas it appears to Government that the undermentioned lands are needed for a public purpose, to wit, for the provision of house-sites to Ada-Dravidas of Oosur village, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923, and the Governor in Council hereby authorizes the District Labour Officer, North Arcot, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. All persons interested in the lands are required to lodge before the abovementioned officer, within thirty days after the issue of the notification, a statement in writing of their objections, if any, to the proposed acquisition. Under sections 3 (*c*) and 5-A of the same Act, the Governor in Council appoints the District Labour Officer, North Arcot, to perform the functions of the Collector under the Act.

North Arcot district, Vellore taluk, Oosur village.

	ACR.
Government, dry, S No 92, belonging to Janakiramma Chetti, bounded on the north by No 91, east and south by No. 93; west by No 91 ..	0 26
Government, dry, S. No. 93 portion, belonging to Janakiramma Chetti, bounded on the north by Nos. 92 and 99 2 & 3; east by Nos 88 and 94-13 & 16, south by Nos 94-1, 5 & 6 and 91 9, 10, 11 & 12, west by No 92	0 05
Total ..	0·29

Under section 6, Act I of 1894, as amended by Act XXXVIII of 1923, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 8 26 acres, be the same a little more or less, are needed for a public purpose, to wit, for the canal system of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. II, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, No. II, Tanjore, and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk, No. 15. Mukhasa Nilagiri village.

	ACR.
Inam, dry, S No. 416-5 part, temporary subdivision No. 416-5 E, Kadiravandan T. L. Appa Rao and Gopalakrishna Naicker, melvaramdar Palace Devastanam represented by trustee Rt. Siraji Rajah Sahib, bounded on the north by S. No. 416-4; east by S No 423; south by S. No 416-7 & 8, west by S No. 416-3, 4 & 6	0 75
Inam, dry, S. No. 416-7, Kadiravandan A. Sundara Pandiyar and A. Jothimeeswa Pandiyar, melvaramdar Rt V. Sivabhadranandaji Sahib, bounded on the north by S. No 416-5; east by S. No. 423; south by S, No. 416-8; west by S, No. 416-6	0·42
Inam, dry, S. No. 416-8, Kadiravandar T. L. Appa Rao, melvaramdar Palace Devastanam represented by trustee Rt. Siraji Rajah Sahib, bounded on the north by S No. 416-4 & 5, east by S. No. 416-5, 7 & 8; south by S. No. 415; west by S. No 416-3.	3·22
Inam, dry, S No. 416-8, Kadiravandar Minakshi, S. P. Ramanatha Ayyar (mortgagee), melvaramdar Rt. V. Sivabadranandaji Sahib, bounded on the north by S No 416-7; east by S. No. 423; south by S. No. 415, west by S. No. 416-6	0 46
Inam, poramboke channel, S No. 423 part, temporary subdivision No 423-2, both warams Rt. Siraji Rajah Sahib and T. R. Ramanatha Joshi (mortgagee), Rt. Pratapamuha Rajah Sahib, Matheesi Hari Rao Ammanee, Rt. V. Sivabadranandaji Sahib and M R Ry A. L. A. R. Arunachalam Chettiyar, by Receiver M R.Ry. T. N Kalidoss, bounded on the north by S No 423, east by Tanjore municipality, south by S. Nos. 415 and 423; west by S No 416-5, 7 & 8	0 41
Total ..	5·25

Under section 3 of Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 0·47 of an acre, be the same a little more or less, are needed for a public purpose, to wit, for Cauvery Mettur Reservoir Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. II, Cauvery Mettur Project, Bhavani, is appointed to perform the functions of a Collector under the Act, and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, No. II, Cauvery-Mettur Project, Bhavani, and may be inspected at any time during office hours.

Coimbatore district, Bhavani taluk, Samballi village.

Paraiyar cattam, S. No. 634.

	ACRE.
House No. 1, belonging to Muthuparachi, bounded on the north, vacant; east, vacant and S.F. No 633, south by house No. 2; west by house No. 4	0·01
House No. 2, belonging to Kaliparayan, bounded on the north by house No. 1, east, vacant and S.F. No 633, south, vacant, west by house No 3 ..	0·01
House No. 3, belonging to Annamalaiparayan, bounded on the north by house No 1; east by house No. 2, south, vacant; west by house No. 5	0·01
House No 4, belonging to Gangiparachi, bounded on the north, vacant; east by house No 1; south by house No 5; west by house No 6	0·02
House No. 5, belonging to Lathaparayan, bounded on the north by house No 4, east by house No. 3; south and west, vacant	0·01
House No. 6, belonging to Lathaparayan, bounded on the north by Muriamman temple; east by house No. 4; south by house No. 7; west by house No 7	0·02
House No 7, belonging to Kaliparayan, bounded on the north by house No 6, east by house No. 6; south and west, vacant	0·01
House No. 8, belonging to Kaveriparayan, bounded on the north by house No. 9; east by Muriamman temple; south by house Nos. 6 and 7; west by house No 12	0·02
House No 9, belonging to Mottiyanparayan, bounded on the north and east, vacant, south by house No 8; west by house No. 10	0·02
House No 10, belonging to Sinnaparayan, bounded on the north by house No. 11; east, vacant, south by house No 10; west by house No. 13 ..	0·01
House No. 11, belonging to Nanjaparayan, bounded on the north by house No 10, east by house No. 9, south, vacant, west by house No 12 ..	0·01
House No 12, belonging to Arumaiyarayan, bounded on the north by house No. 13; east by house No 11; south and west, vacant	0·01
House No. 13, belonging to Kaveriparayan, Kolandaiparayan, Madaparayan and minors Nanjan and Ponnan, guardian mother Irusparachi, bounded on the north by house No. 14; east by house No. 10; south by house No. 12; west, vacant ..	0·03
House No. 14, belonging to Kaveriparayan, Kolandaiparayan, Madaparayan and minors Nanjan and Ponnan, guardian mother Irusparachi, bounded on the north by house No. 14; east, vacant; south by house No. 13; west by house No 30 ..	0·01
House No 15, belonging to Koppanparayar, Senganparayan, Kaveriparayan and minor Kullan, guardian mother Kolandaparachi, mortgagee Ayyaswamiparayan, bounded on the north and east, vacant; south by house No. 16; west by house No. 16	0·02
House No 16, belonging to Koppanparayan, Senganparayan, Kaveriparayan and minor Kullan, guardian mother Kolandaparachi, mortgagee Ayyaswamiparayan, bounded on the north by house No. 17; east by house No 15; south by house No. 24; west by house No 22	0·03
House No 17, belonging to Kaveriparayan, bounded on the north by vacant; east, vacant and S.F. No 521; south by house No. 16; west by house No. 16	0·01
House No. 18, belonging to Lathaparayan, bounded on the north by S. No. 520, east by house No 19; south by house No. 22; west, vacant ..	0·01
House No. 20, belonging to Kolandaparayan, Vyyaparparayan, Ayyaswamparayan, Kuppanparayan and minor Muthuswamparayan, guardian mother Santhanamal, bounded on the north and east, vacant; south by House No. 21; west by S.F. No. 520	0·02
House No 21, belonging to Kaveriparayan, bounded on the north by House No. 20; east, vacant; south by House No. 22; west by house No. 25 ..	0·01
House No 22, belonging to Kuppanparayan, Doraiswamiparayan, Sevathaparayan, Kuttaiparayan and minor Thadavarayan, guardian mother Kaveriparachi, bounded on the north by house No 21; east by house No. 14; south by house No. 23; west, vacant	0·02
House No 23, belonging to Muniparayan, bounded on the north by House No. 22, east, vacant; south by house Nos 28 and 29, west by house No 24	0·01
House No. 24, belonging to Krishnaparayan, bounded on the north by house No 21, east by house No 23; south by house No 24, west by vacant ..	0·01
House No. 25, belonging to same as owners of house No 22, bounded on the north, vacant and S.F. No 520; east by Nos 21 and 22; south by house No 26, west, vacant	0·04
House No 26, belonging to same as owners of house No. 23, bounded on the north, east, south and west, vacant	0·01
House No. 27, belonging to Doraiswamiparayan, bounded on the north, vacant; east by house No 28; south and west, vacant	0·01
House No. 28, belonging to Kolandaparayan, Vyyaparparayan, Ayyaswamiparayan, Kuppanparayan and minor Muthuswami, guardian mother Santhanamal, bounded on the north by house No. 24; east by house No. 29; south, vacant; west by house No. 27	0·04
House No 29, belonging to Kolandaparayan, Vyyaparparayan, Ayyaswamiparayan, Kuppanparayan and minor Muthuswami, guardian mother Santhanamal bounded on the north by house No. 23; east by house No. 30; south, vacant; west by house No. 28	
House No. 30, belonging to Kolandaparayan Vyyaparparayan, Ayyaswamiparayan, Kuppanparayan and minor Muthuswami, guardian mother Santhanamal bounded on the north, vacant; east by house Nos. 18 and 14; south, vacant; west by house No. 29..	0·03
House No 18, belonging to temple common to all parayars, bounded on the north by S.F. No. 520; east by house No. 17; south, vacant, west by house No. 19	0·01
Total ..	0·47

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, protection of Coleroon flood bank, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, the Governor in Council hereby authorizes the Revenue Divisional Officer, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and appoints the Revenue Divisional Officer, Tanjore, under section 5, clause (*c*), to perform the functions of the Collector under section 5-A of the Act. All persons interested in the lands are requested to lodge before the Revenue Divisional Officer, Tanjore, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Tanjore taluk, Sathanur village.

	ACS.
R.S. No 13-1 part, belonging to 181 Krishnaswami Ayyar and twenty-seven persons, bounded on the north by R.S. No 1 part, east by R.S. Nos 6 and 11-1 part, south by R.S. Nos. 11-1 and 12-1 part; west by R.S. No. 12-1 part	19·25
R.S. No. 12-1 part, belonging to 181 Krishnaswami Ayyar and twenty-seven persons, bounded on the north by R.S. No. 12-3 & 1 part; east by R.S. No 11-1 part; south by R.S. Nos. 12-1 and 12-1 part; west by Vasanagudu village	20·65

Fort St. George, August 28, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 11·50 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. I, Mannargudi, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. I, Mannargudi, and may be inspected at any time during office hours.

Tanjore district, Mannargudi taluk,
Entire inam Kavilottai (Mavenallur vattam) village.

Vidavur No. 1 channel.

Inam, dry, temporary subdivision No. 62, belonging to Kuppayya Chetti and Saminatha Chetti, bounded on the north by temporary subdivision No. 61, east by temporary subdivision No 63; south by V No 7 and T S. No. 70; west by V. No 7	2 96
Inam, dry, T S. No 63, belonging to Perumal Dasari, bounded on the north by T.S. 61; east by T.S. Nos. 56 and 58; south by T.S. No. 70; west by T S. No. 62	1·14
Inam, dry, T S No 64, belonging to Amirtam, guardian to minor Ramanathan, bounded on the north by T S No. 51; east by T S No 66; south by T S No 58, west by T S No 63	0·87
Inam, dry, T.S. No 65, belonging to Packiri Dasari, bounded on the north by T S. No 64; east by T.S. No. 66, south by T.S. No. 70; west by T S No. 63	0 23
Inam, dry, T.S No. 66, belonging to Krishnaswami Ayyangar, mortgagee S. Ramanatha Ayyar, vakil, Tanjore, bounded on the north by T S No. 51, east by T.S. No. 57, south by T.S. No 70; west by T.S. Nos 64 and 65	0 85
Inam, dry, T.S. No 67, belonging to Krishnaswami Ayyangar, mortgagee S. Ramanatha Ayyar, vakil, Tanjore, bounded on the north by T S. Nos 61 and 66, east by T S. Nos. 58, 69 and 60, south by T.S. No. 70, west by T.S. No. 66	1 35
Inam, dry, T S No 68, belonging to Ranganatha Pathar, bounded on the north by T S No. 51, east, south and west by T.S No. 69.	0 31
Inam, dry, T S No 69, belonging to Ranganatha Pathar, bounded on the north by T S No. 67; east by T.S. No. 60; south by T.S. No. 70, west by T S No 67	0 27
Inam dry, T S No 60, belonging to Subbaraya Pathar, bounded on the north by T.S. No. 51; east by T.S No. 63, south by T.S. Nos 62 and 63; west by T.S No. 69	0 09
Inam, dry, T.S No. 62, belonging to A R. Venkatasami Ayyar, bounded on the north by T.S. No 61; east by T.S No 63; south by T.S. No. 70, west by T.S. No 60	0·06
Inam, dry, T S No 63, belonging to A R Venkatarama Ayyar, bounded on the north by T S Nos 61 and 61; east by T S. No 64 south by T.S. No 70, west by T S Nos 60, 61 and 62	0·02
Inam, dry, T.S No 61, belonging to Pattu Pathar, bounded on the north by T S No. 51, east by T S No 65, south by T.S No. 70, west by T.S. No. 63	0·46
Inam, dry, T.S No 66, belonging to Virappa Chetti, bounded on the north by T S. No. 51; east by T S. No. 68, south by T S No. 70; west by T.S No 61	0 32
Inam, dry T.S No 66, belonging to A R Venkatasami Ayyar, bounded on the north by T.S. No 51, east T S No 67; south by T S. No. 70; west by T.S No 65	0 97
Inam, dry, T S No 67, belonging to A R Venkatarama Ayyar, bounded on the north by T S No 51; east by T S Nos 68 and 69; south by T.S. No. 70; west by T S No. 66	0·38
Inam, dry, T S No 68, belonging to Virappa Chetti, bounded on the north by T S No 51, east by V. No. 137, south by T.S. Nos 68 and 70; west by T.S. No. 67	1·10
Inam, dry, T S No. 69, belonging to Subbaraya Pathar bounded on the north and east by T S. No. 68; south by T S No 70, west by T S No 67	0 30
Total ..	11 60

Fort St. George, August 27, 1927.

Whereas it appears to Government that the undermentioned lands are needed for a public purpose, to wit, for the diversion of the Polavaram island south embankment in Kesanakurra, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Revenue Divisional Officer, Rajahmundry, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. All persons interested in the lands are required to lodge before the abovementioned officer, within thirty days after the issue of the notification, a statement in writing of their objections, if any, to the proposed acquisition. Under sections 3 (*e*) and 5-A of the same Act, the Governor in Council appoints the Revenue Divisional Officer, Rajahmundry, to perform the functions of a Collector under the Act.

East Godavari district, Amalapuram taluk,
Kesanakurra village

	Approximate extent. Acs. c
Unassessed village	
Inam, dry, belonging to Adiraju Venkata subhavalu of Amalapuram	0 02
Inam, dry, belonging to Adiraju China Venkanna of Kesanakurra	0 04
Inam, dry, belonging to Adiraju Bhavanisankaram and Suryanarayana and Kameswara being minors mother and guardian Narayanamma of Vinnakagaram	0-10
Inam, dry, belonging to Kadali Subbarayudu of Kesanakurra	0 02
Patiperadu, dry, belonging to Akasam Srimanulu of Kandikuppa	0·28
Patiperadu, dry, belonging to Indukuri Ramayanmi and Potturi Atchayanmi of Kesanakurra ..	0 27
Patiperadu, dry, belonging to Saripalli Narasimharaju of Kesanakurra	0 06
Patiperadu, dry, belonging to Saripalli Venkatraju of Kesanakurra	0 04
Patiperadu, dry, belonging to Saripalli Perraju of Kesanakurra	0 06
Patiperadu, dry, belonging to Vegiraju Surapraju, Punnamraju and Venkatraju, sons of Surapraju of Kesanakurra	0 05
Patiperadu, dry, belonging to Saripalli Perraju of Kesanakurra	0 05
Patiperadu, dry, belonging to Indukuri Ramayanmi and Potturi Atchayanmi of Kesanakurra ..	0 30
Patiperadu, dry, belonging to Akasam Srimanulu of Kandikuppa	0 03
Patiperadu, dry, belonging to Saripalli Venkatraju of Kesanakurra	0 07
Zamindari, jirayati, dry, belonging to Saripalli Venkatraju of Kesanakurra	0·12
Zamindari, jirayati, dry, belonging to Vithanamudi Reddi, Vithanamudi Pantayya, Vithanamudi Venkatam, Vithanamudi Satrinu alias Lakayya and Vithanamudi Gangulu of Kesanakurra	0·01
Zamindari, jirayati, dry, belonging to Akasam Srimanulu of Kandikuppa	0 26
Total ..	3 40

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, construction of Isaan's shed, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4, subsection (1) of the Land Acquisition Act, 1894, as amended by Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Revenue Divisional Officer, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and appoints the Revenue Divisional Officer, Tanjore, under section 5, clause (*e*), to perform the functions of the Collector under section 5 A of the Act. All persons interested in the lands are required to lodge before the Revenue Divisional Officer Tanjore, within thirty days after the issue of this notification a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Tanjore taluk, No. 49/1.
Vadugakudi village.

	ACRE
Dry, S No 70-1 part, belonging to Ponnuswami Sholagar, Krishnaswami Sholagar and Parasuvami Sholagar, bounded on the north by No 70-1 part, road; east, south and west by No. 70-1 part ..	0 06

Fort St George, September 1, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 2·95 acres, be the same a little more or less, is needed for a public purpose, to wit, for Cauvery Mettur Reservoir Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. II, Cauvery-Mettur Project, Bhavani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, No. II, Cauvery-Mettur Project, Bhavani, and may be inspected at any time during office hours.

Coimbatore district, Bhavani taluk, Sumballi village.

	Acs.
Nattam, S. No 350-D, house No. 1, belonging to Arunachalam Pillai, Muthuswami Pillai and Sundaswami Pillai, bounded on the north by way to river; east, vacant; south by house No. 2; west by Raja street	0·00
Nattam, S No. 350-D, house No 2, belonging to Elayya Pillai, bounded on the south by house No. 1, east by house No 3, south by path to river, west by Raja street	0·01
Nattam, S. No 350-D, house No. 3, belonging to Nagappa Pillai, bounded on the north, vacant; east by house No. 4; south by path to river; west by house No 2	0 01
Nattam, S No. 350-D, house No. 4, belonging to Nagappa Pillai, bounded on the north, vacant; east by house No. 5, south by path to river, west by house No. 3	0·01
Nattam, S. No 350-D, house No. 5, belonging to Nagappa Pillai, bounded on the north, vacant, east by Cauvery river, south by path to river; west by house No. 4	0 01
Nattam S No 350-D, house No. 6, belonging to Pillayya Pillai, two minor boys not named guardian mother Lakshmayee, bounded on the north by path to river; east, vacant; south by house Nos 7 and 8; west by house No 3	0·01
Nattam, S No 350-D, house No 7, belonging to Chinnaswami Pillai, bounded on the north by path to river, east by house No 9, south by house No 14; west, vacant	0 02
Nattam S No 350-D, house No 8, belonging to Pachappa Pillai, bounded on the north by path to river, east by house No. 9, south, vacant, west by Raja street	0·01
Nattam S No 350-D, house No 10, belonging to Perithambi Pillai, bounded on the north and east vacant; south by path to river, west by house No. 11	0 01
Nattam S No 350-D, house No 15, belonging to Pachappa Pillai and Chinnaswami Pillai, bounded on the north by house No 8, east by house No 14, south by path to river; west by Raja street	0·01
Nattam, S. No 350-D, house No 16, belonging to Kuppana Chetti, bounded on the north by house No. 17, east by house No. 30, south by house No 129, west by house No 128	0·01
Nattam, S No 350-D, house No. 17, belonging to minor Angappa Chetti, guardian mother Angammal, bounded on the north by house No 18, east by path, south by house No 129, west by house No. 18	0·02
Nattam, S. No 350-D house No. 20, belonging to Perumbambi Pillai, bounded on the north by path to river, east by house No 21; south by house No 27; west by path	0·04
Nattam, S No 350-D, house No. 22, belonging to Cavanatha Odhavan and Gouravayammal, bounded on the north, vacant; east by Cauvery river, south by house No. 25; west by house No 21	0·02
Nattam, S. No 350-D, house No 25 belonging to Anappa Pillai and Sadayan alias Pachiappa Pillai bounded on the north by house Nos. 21 and 22, east by Cauvery river, south by house No 30, west by house No. 24	0·01
Nattam, S No. 350-D house No. 27, belonging to Muthuswami Pillai, bounded on the north by house No 20, east by house No. 26, south by house No. 28, west by path	0·02
Nattam, S. No. 350-D, house No. 28, belonging to Subramania Pillai, bounded on the north by house No 27, east by house No 26; south and west by path	0·02
Nattam, S. No. 350-D, house No. 30, belonging to Palaniappa Chetti, bounded on the south by house No. 25; east by Cauvery river, south, vacant, west by house No. 29	0·01
Nattam, S No 350-D, house No 31, belonging to Govinda Karavan, bounded on the north by path; east by Cauvery river; south by house No. 32; west by house No 33	0·01
Nattam, S. No 350-D, house No. 32, belonging to Ramu Karavan, bounded on the north by house No 31; east by Cauvery river, south, vacant; west by house No. 33	0·01
Nattam, S No 350-D, house No. 34, belonging to Muthu Karandan, bounded on the north by house No 33, east and south by path, west by house No 42	0·05
Nattam, S No 350-D, house No 35, belonging to Muthu Karandan, bounded on the north and east by path, south by house No. 36, west by house No 134	0·01
Nattam, S. No. 350-D, house No 36, belonging to Karuppanna Kavandan, bounded on the north by house No. 33; east, vacant; south by house No 42; west by path	0·02
Nattam, S. No. 350-D, house No 37, belonging to Pachaiyappa Pillai, bounded on the north, vacant and house No 34; east by house No. 41, south by house No. 41; west by house No 38	0·01
Nattam, S. No. 350-D, house No 38, belonging to Pachaiyappa Pillai, bounded on the north by house No 37, east by house No. 37; south by house No. 13, west, vacant	0·01
Nattam, S No 349-D, house No. 40, belonging to Kannamethe Pillai, bounded on the north by house No 134; east by house No 31; south by house Nos. 37 and 38, west by house No 39	0 01
Nattam, S. No. 350-D, house No 41, belonging to Periyan alias Pachianna, Kavandan, bounded on the north by house No. 37, east by house No. 44, south by path to river; west by house No. 42	0 01
Nattam, S No 350-D, house No. 42, belonging to Muthimmal, Periyan alias Pachiyanna Kavandan, Oppiatha Kavandan and Muthu Kavandan, bounded on the north by house No. 43, east by house No. 41; south by path to river, west, vacant	0 01
Nattam, S. No. 350-D, house No 43, belonging to Periyan alias Pachiyanna Kavandan, bounded on the north by house No 38, east, vacant and house No 41, south by house No 42; west by vacant	0·01
Nattam, S. No. 350-D, house No 45, belonging to Sinnatha Chetti, bounded on the north by house Nos 31 and 32; east, vacant, south by house No. 47; west by house Nos. 36 and 49	0·01
Nattam, S No. 350-D, house No 47, belonging to Kareruvanan, bounded on the south by path to river, east, vacant and river; south, vacant; west by house No 48	0 02
Nattam, S No 349-D, house No 48, belonging to Kumara Karandan, bounded on the north by path to river, east by house No. 47; south, vacant; west by house No 68	0·01
Nattam, S No. 350-D, house No 49, belonging to Karuppanna Medali and Periyanna Medali, bounded on the north and east, vacant, south by path, west, vacant and river	0·01
Nattam, S No 349-D, house No. 50, belonging to Alagathal, bounded on the north by path, east and south, vacant, west by house No 51	0 01
Nattam, S No. 350-D, house No. 51, belonging to Alagathal, bounded on the north by house Nos. 52 and 53; east by house No. 50; south and west, vacant	0·02
Nattam, S No. 350-D, house No 52 belonging to Alagathal, bounded on the north by path, east by front yard of house No 50; south by house No. 51, west by house No. 53	0·01
Nattam, S No. 350-D, house No. 53, belonging to Periyathambi Pillai, bounded on the north by path; east by house Nos. 51 and 52; south by house No. 51; west by house No. 54	0·03
Nattam, S. No 350-D, house No. 54, belonging to Lakshmana Medali, bounded on the north by path, east by house No. 53, south, vacant; west by house Nos. 55 and 56	0·01
Nattam, S. No. 350-D, house No. 55, belonging to Maniya Medali, marriaged Muthuswami Pillai, bounded on the north by path; east by house No 54, south by house No. 56; west by vacant and house No 57	0·02
Nattam, S. No 350-D, house No. 56, belonging to minor Kaliyappan, guardian mother Virammal, bounded on the north by house No. 55, east by house No. 54 and vacant, south, vacant; west by back yard of house No 137	0·01

	ACS.
Nattam, S. No 350-B, house No 87, belonging to Chinnappa Mudali, bounded on the north by path; east by house No 86 and vacant; south, vacant; west by No 88	0·01
Nattam, S. No. 350-D, house No 85, belonging to Chinnappa Mudali, mortgagee S. K Subramaniya Mudali, bounded on the north by path; east by house No 86; south by back yard of house No. 137; west by house No 89	0·03
Nattam, S F No 350 D, house No 86, belonging to Periappa Mudali, bounded on the north by path; east by house No. 88; south by backyard of house No 137; west, vacant and Raja street	0 01
Nattam, S F No 350 D, house No 87, belonging to Arumugam Chetti, Vadivelu Chetti, Krishna Chetti and mamur Gurunatha Chetti guardian mother Ammani alias Veerammal bounded on the north by path, east by house No. 48; south by path to river, west by house No 138	0·12
Nattam, S F No. 350 D, house No 82, belonging to Sevi Koravan, bounded on the north, east and south, vacant; west by house No 87	0·01
Nattam, S F No 350 D, house No. 83, belonging to Gurunatha (Koravan, bounded on the north, vacant, east by house No 84; south by house No. 66, west, vacant	0·01
Nattam, S F. No. 350 D, house No 81, belonging to Sunnaswami Koravan, bounded on the north and east, vacant; south by house No 86; west by house No. 63	0 01
Nattam, S F. No 350 D, house No 85, belonging to Mari Koravan alias Baduvan, bounded on the north by house No 84; east and south, vacant, west by house No 65	0 01
Nattam, S.F. No. 350 D, house No 88, belonging to Sunnaswami Koravan, bounded on the north by house No 83; east by house No. 65; south and west, vacant	0·01
Nattam S F. No. 350 D, house No. 87, belonging to Shanmuga alias Pachiappa Pillai, bounded on the north by path, east by house No. 62; south, vacant, west by house No 141	0 01
Nattam, S F No 350 D, house No 68, belonging to Muthuswami Pillai, bounded on the north by house No 89, east and south vacant; west by Raja street	0 01
Nattam, S F No 350 D, house No. 69, belonging to minor Ponnammal, guardian father Angamuthu Mudali, bounded on the north by house No 143; east, vacant, south by house No 68; west by Raja street	0 01
Nattam, S F No 350 D, house No. 70, belonging to Ramanathan, mortgagee Muthu Pillai, bounded on the north, vacant, east by house No 144; south by house No 71; west, vacant	0·01
Nattam, S.F. No. 350 D, house No 71, belonging to Ramanathan, mortgagee Muthu Pillai, bounded on the north by house No 70, east by house No. 144; south and west, vacant	0 01
Nattam, S F No 350 D, house No. 72, belonging to Kuppuswathan, mortgagee Muthu Pillai, bounded on the south, east and south, vacant, west by road to Mettur	0 01
Nattam, S F No 350 D, house No. 73, belonging to Sunnuswathan, bounded on the north by house No 144, east and south, vacant, west by road to Mettur	0 01
Nattam S.F No 350 D, house No. 74, belonging to Kuppayammal, Palaniammal, Rama Kavandan and Ranga Kavandan, bounded on the north by path, east by house No. 144; south, vacant; west by house No 75	0·01
Nattam, S F No 350 D, house No. 75, belonging to Kuppayammal, Palaniammal, Rama Kavandan and Ranga Kavandan, bounded on the north by path, east by house No. 74, south, vacant, west by road to Mettur	0 01
Nattam, S F No 350 D, house No. 76, belonging to Venkatesawathan, mortgagee Vana Kavandan, bounded on the north by house No 84; east by house No. 149; south by path, west by house No 77	0 01
Nattam, S.F. No 350 D, house No 77, belonging to Venkatesawathan, mortgagee Vana Kavandan, bounded on the north by house No 81, east by house No. 76; south by path, west by house No 78	0 01
Nattam, S.F. No. 350 D, house No. 78, belonging to Sunnuswathan, mortgagee Muthuswami Pillai, bounded on the north, vacant, east by house No. 84; south by path, west by road to Mettur	0·02
Nattam, S F. No. 350-D, house No. 79, belonging to Muthirulanavathan alias Sowrappermal Ramanuja Dasan, bounded on the north by house No. 84; east by house No. 80, south, vacant, west by No 141	0 03

	ACS.
Nattam, S.F. No 350-D, house No. 80, belonging to Muthuralanavathan alias Sowrappermal Ramanuja Dasan, bounded on the north by house No 79; east by path; south by house No. 82; west by well and yard	0·03
Nattam, S.F No. 350-D, house No 81 belonging to Pakari Ammal, bounded on the north by house Nos 97 and 98, east by house No 140; south by house No. 82, west by house No 77	0 02
Nattam, S F No 350-D, house No 82, belonging to Ganapathi Navatha, mortgagee Muthuswami Pillai, bounded on the north by house No 81, east by house No 140; south by path; west by house No 86	0·01
Nattam, S F No. 350-D, house No. 83, belonging to Angappa Navathan, bounded on the north by house Nos 97 and 98, east by house No 81; south by house No 82; west, vacant	0·01
Nattam, S F. No. 350-D, house No. 84, belonging to minor Venkatachalam, guardian mother Venkammal and Subramania Pillai, bounded on the north by house No 85 and vacant, east, vacant; south by house No. 77, west by house No 78	0 03
Nattam S F No 350-D, house No 85, belonging to Palaniappa Pillai and Velayutham Pillai, bounded on the north by house No 83, east by house No 81; south by house No 84; west, vacant	0 01
Nattam, S., No. 350-A, house No. 86, belonging to Dasa Mudali mortgagee Doraiswami Pillai, bounded on the north, vacant and house No 87; east, vacant and road to Mettur, south and west, vacant	0·02
Nattam, S No 350 A, house No 87, belonging to Dasa Mudali mortgagee Doraiswami Pillai, bounded on the north by house No 68, east by road to Mettur, south by house No 86; west, vacant	0·02
Nattam, S No 350 A, house No 88, belonging to Venkataswa Mudali, bounded on the north by house No. 89; east by road to Mettur; south by No 87, west, vacant	0·02
Nattam, S No. 350-A, house No. 89, belonging to Muthammal, bounded on the north by path; east by road to Mettur, south by house No. 68, west by house No. 90	0·05
Nattam, S. No. 350-A, house No 90, belonging to Muthammal, bounded on the north by path; east by house No 89; south, vacant and house No 68; west, vacant	0 01
Nattam, S F No 350-D, house No. 91, belonging to Veerayammal, bounded on the north, vacant, east by house No. 92, south, vacant; west by road to Mettur	0·01
Nattam, S F. No. 350-D, house No 92, belonging to Karuppayee Alias Kuttammal, bounded on the north, vacant, east by house No 94, south by house No 93; west by house No 91	0 02
Nattam, S.F No 350-D, house No 93 belonging to Thayammal, bounded on the north and east by path; south by house No 94, west, vacant and house No 91	0·01
Nattam, S F. No. 350 D, house No. 94, belonging to S V Ayyanna Kavandan, bounded on the north by house No 93; east by house No 97; south by house No 98; west by house No 95	0 01
Nattam S F. No 350-D, house No. 95, belonging to Alamu Kuravan, bounded on the north by house No. 93; east by house No. 84, south by house No. 92 and yard, west, vacant	0·01
Nattam, S F. No. 350-D, house No. 96, belonging to Sellaswami Kavandan, bounded on the north by path; east, vacant; south by house Nos 97 and 98, west, vacant	0·01
Nattam, S F No 350-D, house No 97, belonging to Ganapathi Kavandan, bounded on the north by path and house No. 96; east by house No. 98; south by path; west by house Nos. 83 and 81	0·02
Nattam S No. 350 D, house No 98, belonging to Ganapathi Kavandan, bounded on the south by path, east by house No. 152, south by house Nos. 81 and 83; west by house No 97	0·03
Nattam, S No. 350 D. house No 99, belonging to S V Ayyanna Kavandan, bounded on the north, vacant, east by backyard of No 153; south by path; west by path and house No. 100	0·02
Nattam, S. No. 350 D, house No 100, belonging to Kamatchi Ammal and Thangaya Nayaka, bounded on the north by house No 101, east and south by path; west by house No 140	0·03
Nattam, S No 350 D, house No. 101, belonging to Kamatchi Ammal, bounded on the north by house No. 102, east by house No. 100, south by path, west by road to Mettur	0 02
Nattam, S F. No 350 A, house No. 102, belonging to Chinnappa Chetti, Kandaswami Chetti and Kalli Ammal, bounded on the north, vacant; east by road to Mettur, south by path; west, vacant	0·02

	acs.
Nattam, S No 350 D, house No 103, belonging to Velayutha Padiyachi, bounded on the north by path, east by house No 101, south by house No. 101; west by road to Mettur	0 03
Nattam, S No 350 D, house No 105, belonging to Vana Kavandon, bounded on the north, vacant; east by house No. 107; south, vacant; west by house No 104	0 01
Nattam, S. No. 350 D, house No. 106, belonging to Vana Kavandan, bounded on the north, vacant, east by house No. 105; south, vacant; west by path	0 01
Nattam, S. No 350 D, house No. 107, belonging to Angamma Pillai, bounded on the north and east by path; south, vacant and path, west by house No. 108	0-02
Nattam S. No. 350 D, house No 108, belonging to Angamma Pillai, bounded on the north by path, east by house No. 107; south by path, west by house Nos 106 and 110	0 02
Nattam, S No. 350 D, house No. 109, belonging to Punjalai Ammal, bounded on the north by house No. 114; east by house No. 108, south by house No 110; west by road to Mettur	0 03
Nattam, S. No 350 D, house No. 110, belonging to minors Selliammal and Thangavelu, guardian mother Punjalai Ammal, bounded on the north by house No. 109, east by house No 108; south by house No. 111; west by road to Mettur ..	0 03
Nattam S No. 350 D, house No 111, belonging to Punjalai Ammal, bounded on the south by house No 110, east by house No. 108, south by path, west by road to Mettur	0 03
Nattam, S. No. 350 A, house No 112, belonging to Oppalathi Kavandan, mortgagee Ramaswami Pillai, bounded on the north by house No. 113, east by road to Mettur, south and west, vacant ..	0-01
Nattam, S No 350 A, house No. 113, belonging to Oppalathi Kavandan, mortgagee Ramaswami Pillai, bounded on the north and east by road to Mettur; south by house No 112; east, vacant ..	0 02
Nattam, S No 350 D, house No 114 A, belonging to Kanthammal, bounded on the north by house No 114 B, east by house No. 109, south by house No 109, west by road to Mettur	0-01
Nattam, S No. 350 D, house No 114 B, belonging to Krishna Chetti bounded on the north, vacant and path; east by house No 108; south by house No 114 A, west by road to Mettur	0 01
Nattam, S. No 350 D, house No 115, belonging to Arunachala Padayachi, mortgagee Kanthammal, alumanis S. K. Muhideen Sahib, Alavudeen Sahib, Shamsudeen Sahib, Mohamad Ibrahim Sahib and Shaik Dawoth Sahib, bounded on the north and east, vacant; south by path, west by yard of house No. 116	0 01
Nattam, S No 350 D, house No. 116, belonging to Gurunatha Mudali and Ganapathi Mudali, mortgagee Kadir Mohideen Sahib, bounded on the north, vacant; east by house Nos. 117 and 119; south by path; west by house No 119	0-02
Nattam, S. No 350 D house No 117, belonging to Gurusami Mudali and Ganapathi Mudali, bounded on the south by house No. 120; east by vacant, south by yard and path, west by house No 116	0 01
Nattam, S No 350 A, house No. 118, belonging to Sumalina Muhideenbi and Tahsildar of Bhavani, bounded on the north, east, south and west, vacant	0 02
Nattam, S. No. 350 D, house No 119, belonging to Muthuswami Mudali, bounded on the north by house No. 121, east by house No. 116; south by path, west by road	0 02
Nattam, S No. 350 D, house No 120, belonging to Ramayeammal, bounded on the north by house No 124, east, vacant; south by house No. 117; west by house No 122	0 02
Nattam, S No 350 D, house No. 121, belonging to minors Sundaram, Subramania and Rajagopalan, guardian mother Subbalakshmiammal, mortgagee President, Co-operative Society, Samballi, bounded on the north by path, east by house No. 122, south by house No. 119, west, vacant ..	0 02
Nattam, S. No 350 D, house No 122, belonging to minors Sundaram, Subramania and Rajagopalan, guardian mother Subbalakshmiammal, mortgagee President, Co operative Society, Samballi, bounded on the north by road; east by house Nos. 124 and 123, south and west by house No 121 ..	0-02
Nattam, S. No. 350 D, house No 123, belonging to Pachappan, minor Attapa, Kolandi, guardian mother Nallammal and Palaniammal, bounded on the north by road; east and south by house No 124; west by house No. 122	0-01

	acs.
Nattam, S. No 350 D, house No. 124, belonging to Pachappan, minor Attapa, Kolandi, guardian mother Nallammal and Palaniammal, bounded on the north by road and house No. 125; east, vacant and house No 126; south by house No 120; west by house No 122	0 05
Nattam, S No 350 D, house No. 125, belonging to Soundiyam alias Parasurama Pillai, bounded on the north by road, east by house No. 126, south and west by house No 124	0-02
Nattam, S No 350 D, house No 126, belonging to Muda Nachan, bounded on the north by road; east by Raja street; south by house No 125; west by house No. 122	0 07
Nattam, S No. 350 D, house No 127, belonging to Dhanalakshmmal, bounded on the north by path to river, east by house No 17; south by house No 128; west by Raja street	0 01
Nattam, S No 350 D, house No 133, belonging to Thayimmal and Nallammal, bounded on the north by path to river; east by house No 60; south by house Nos 134 and 135, west by Raja street ..	0 01
Nattam, S No. 350 D, house No 131, belonging to Palaniappa Mudali and Kanakasabapathi Mudali, mortgagee Annammal, bounded on the north by house No 132; east by house No 135; south by house No. 135, west by Raja street	0 01
Nattam S No 350 D, house No 135, belonging to Palaniappa Mudali and Kanakasabapathi Mudali, mortgagee Annammal, bounded on the north by house No 133, east by house No 60, south by house No. 136; west by house No 134	0 02
Nattam, S No 350 D, house No. 136, belonging to Arumugam Chetti, Vadivelu Chetti, Krishna Chetti and minor Gurunatha Chetti guardian mother Veerammal, mortgagee Sengode Kavandan bounded on the north by houses Nos. 134 and 135; east by house No 60; south by path to river, west by Raja street	0 05
Nattam, S No 350 D, house No 138, belonging to Singh alias Pachappa Pillai, bounded on the north by house No 137, east, vacant; south by house No. 139; west by Raja street	0-03
Nattam, S No. 350 D, house No. 139, belonging to Kappan alias Gurunatha Mudali, bounded on the north by house No 138; east, vacant, south by house No. 140, west by Raja street ..	0-03
Nattam, S No 350 D, house No 140, belonging to Gurunatha Mudali and Kappan alias Gurunatha Mudali, bounded on the south by house No 139; east, vacant; south by path; west by Raja street	0 09
Nattam, S. No 350 D, house No 141, belonging to S. A Gopala Ayyar, bounded on the north by path to river, east by house No 67, south by house No. 142, vacant, west by Raja street ..	0 17
Nattam, S No 350 D house No. 142, belonging to Appuru Kavandon, bounded on the north by house No. 141; east, vacant, south by house No. 143; west by Raja street	0 02
Nattam, S No 350 D, house No 143, belonging to Venkatarama Naicken and Thirumala Naicken, mortgagee Kanthammal, bounded on the north by house No 142, east vacant; south by house No 62; west by Raja street	0 02
Nattam, S No 350 D, house No 144, belonging to Perianna Mudali, mortgagee Ramaswami Sudi n, bounded on the north, vacant, east by Raja street, south, vacant, west by house Nos 70 And 71	0 04
Nattam, S. No. 350 D, house No 145, belonging to Perianna Mudali, bounded on the north by house No 147; east by Raja street; south, vacant and house No. 146; west by road	0 05
Nattam, S. No. 350 D, house No. 146, belonging to Perianna Mudali, bounded on the north by house No. 145, east, vacant; south, vacant and house No 73; west by road	0-01
Nattam, S No. 350 D, house No 147; belonging to Pappayammal, bounded on the north by house No. 148, east by Raja street, south by house No. 145, west, vacant	0-01
Nattam, S No. 350 D, house No 148, belonging to Subbaraya Mudali and Nagappa Mudali, bounded on the north by path; east by Raja street, south by house No. 147; west by house No. 74 ..	0-03
Nattam, S No 350 D, house No. 150, belonging to Ramaswami Mudali, Palaniammal and Arumugam Pillai, mortgagee Perianna Mudali, bounded on the north by house No 151; east by Raja street; south by path, west by house Nos. 81 and 82 ..	0-01
Nattam, S. No 350 D, house No 151, belonging to Kuttammal, mortgagee Palaniammal, bounded on the north by house No. 152; east by Raja street; south by house No 150; west by houses Nos 97 and 98	0 02

		Acs.
Nattam, S. No. 360 D, house No. 152, belonging to Parthappa Kavandan, bounded on the north by pathway; east by Raja street; south by house No. 151; west by houses Nos. 97 and 98	..	0·02
Nattam, S. No. 360 D, house No. 107, belonging to Paramjothi Pillai, bounded on the north by house No. 108; east by Raja street; south by house No. 156; west, vacant	..	0·01
Nattam, S. No. 360 D, house No. 161, belonging to Shanmugam, bounded on the north by house No. 162; east by Raja street; south by house No. 160, west by house No. 159	..	0·03
Nattam, S. No. 360 D, house No. 162, belonging to Narayanaswami Asari, bounded on the north by house No. 128; east by Raja street; south by house No. 161, west, vacant	..	0·02
Patta, S. No. 349 D house No. 163, belonging to S. V. Ayyasami Kavandan, bounded on the north by patta S.F. No. 349-A, east by path to Agraharam, south by road; west by Sadrakalaamman temple	..	0·10
Nattam, S. No. 360 D, house No. 101, belonging to Pachaiammal, bounded on the north by house No. 146, vacant; east by Raja street, south by houses Nos. 144 and 70, west by house No. 73	..	0·04
	Total ..	2·85

Fort St. George, August 30, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 36·02 acres and 4·49 square links, be the same a little more or less, is needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. I, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, No. I, Tanjore, and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk,
No. 183. Vallam Vadakku Salli village.

		Acs.
New S. No. 216.		
Dry, No 32-4 B, belonging to 750. Venkatachala Odayan, bounded on the north and east by No. 32-4 A; south by No 32-5 B; west by No. 60-B.		0·16
Dry, No 32-5 B, belonging to 763. Venkatachala Odayan, bounded on the north by No 32-4 B & C-A; east by Nos. 30-2 and 32-6 A; south by No. 58-1; west by No 30-2	..	0·75
Manavari, No 47 A-1 A, belonging to 316 Sundara Mooppan, bounded on the north by No 58-1 2 & 3-B; east by No 57 A-12 A; south by No 57 A-1 B; west by Nos 57 A-3 B, 56-1 & 2 and 58-2	..	0 72
Dry, No. 57 A-12 A, belonging to 810. Sundara Mooppan, bounded on the north by Nos 58-3 B & C-B, east by Nos 58-6 B and 58 A-1, south by Nos. 57-5 A, 60 A-1, 57 A-12 B and 57 B-1 A, west by No. 57 A-1 A, 6-A and 12-B	..	1·82
Dry, No. 57 A-6 A, belonging to 319. Gopalaswami Nayakar, bounded on the north by No 57 A-12 A; east by No. 57 B-1 A, south by No 57 A-9 B, west by No. 57 A-5 B and 9	..	0·11
Dry. No. 57 B-1 A, belonging to 30 minors Pichai Padayachi, Narayana Padayachi, guardian Kuthayan, bounded on the south by No. 57 A-12 A; east by No 57 B-3 A, south by No 57 B-1 B; west by No. 57 A-5 A	..	0 60
Dry, No 57 B-3 A, belonging to 865, Muniswami Padayachi, (as head of the family), bounded on the north by No 60 A-1, 2 & 1; east by No. 60 A-6 A; south by No. 57 B-3 B; west by No. 57 B-1 A	..	0 36
Dry, No. 58-1, belonging to 622, Govindaswami Padayachi, bounded on the north by Nos. 30-2 and 32-5 B, east by No 58-2, south by No. 57 A-1 A, west by No 60-2	..	0 45
Dry, No. 58-2, belonging to 614. Narayana Padayachi, bounded on the north by No 30-2; east by Nos. 58-3 B and 57 A-1 A, south by No. 57 A-1 A, west by no 58-1	..	0 32
Dry, No. 58-6 B, belonging to 619. Duraiammal, Thangayan and Thayammal, bounded on the north by No 58-3 A; east by No 58-6 D, south by No. 57 A-1 A & 12-A; west by Nos. 30-2 and 58-2	..	0 64

		Acs.
Manavari, No. 58-6 E, belonging to 740. Seruthiyan Odayan, bounded on the north by No 58-6, east by No. 58-8 B; south by Nos. 60 A-1 & 2 and 57 A-12 A, west by No 58-3 B	..	0·56
Dry, No 58-8 B, belonging to 749 Seruthiyan Odayan, bounded on the north by No 58 6 A, east by No 58-20 B, south by No. 60 A-2, 3 & 5, west by No. 58-6 B	..	0 32
Manavari, No 58-20 B belonging to 281 Palaniyayee, purchaser Seruthiyan Odayar bounded on the north by No 58-20 A; east by No 58-20 C; south by Nos 60 A-5 and 60 A-7 A; west by No. 58-8 B	..	0 68
Dry, No 60 A-1, belonging to 606. Koothayee, bounded on the north by Nos. 57 A-12 A and 58 B-B, east by No 60 A-2; south by No 57 B-3 A, west by No 57 A-12 A	..	0 28
Dry, No 60 A-2, belonging to 626. Vellammal, Ponnammal, bounded on the north by No 58 B E & B-B, east by No. 60 A 3 and 6; south by No. 57 B-3 A, west by No 60 A-1	..	0·28
Dry, No 60 A-3, belonging to 30 minors Pichai Padayachi, Narayana Padayachi, guardian Kuthayee, bounded on the north by No 58 B E, east by No. 60 A-6, south by No. 60 A-4; west by No. 60 A-2	..	0·28
Dry, No. 60 A-4, belonging to 707. Muthuswami Padayachi, bounded on the north by No 60 A 3, east by No. 60 A-5 & 6 A; south by No. 57 B-3 A; west by No. 60 A-3	..	0·25
Dry, No. 60 A-5, belonging to 168 Muniswami Padayachi, (as head of the family), bounded on the north by Nos. 58-3 B and 20 E; east by No. 60 A-7 A & 8-A, south by No 60 A-6 A; west by No. 60 A-3 & 4	..	0 30
Dry, No 60 A-6 A, belonging to 461. Veeramma[illegible] anjeyar Kattaraja Alias Ekambara Padayachi, bounded on the north by No 60 A-5 & 12-A; east by Nos 60 A-8 A, 12-A and 61-17 C; south by No. 58 A-6 B, west by Nos. 60 A-4, 57 and B-3 A	..	0 37
Manavari, No. 60 A 7 A, belonging to 606. Koothayee bounded on the north by No 58-20 E; east by No. 60 A-7 B, south by No. 60 A-8 A; west by No 60 A-5	..	0 19
Dry, No. 60 A-8 A, belonging to 498. Vellammal and Ponnammal, bounded on the north by No. 60 A-7 A; east by No 60 A-8 B; south by No. 60 A-12 A; west by No. 60 A-5 & 6 A	..	0·11
Dry, No. 60 A-12 A, belonging to 602. Ammaji Ammal, bounded on the north by No. 60 A-8 A; east by No 60 A-12 B, south by Nos 60 A-6 A and 61-17 C; west by No. 60 A-6 A	..	0·01
New S. No. 270.		
Manavari, No. 58-20 C, belonging to 281 Palaniyayee, purchaser Seruthyar Odayar, bounded on the north by Nos. 58-20 A and 60 A-9 A; east by No. 60 A-9 B, south by No. 60 A-7 B; west by No. 58-20 B	..	0 01
Manavari, No 60 A-7 B, belonging to 606. Koothayee, bounded on the north by No 58-20 C; east by No 60 A-8 B & 11 B; south by No. 60 A-8 B, west by No 60 A-7 A	..	0 06
Dry, No 60 A-8 B belonging to 168. Valli Ammal and Ponnammal, bounded on the north by No. 60 A-7 B, east by No. 60 A-11 B, south by No. 60 A-12 B, west by No. 60 A 8 A	..	0 14
Manavari, No 60 A-9 B, belonging to 491. Veeramuni, Mariyayee, anjeyar Kattaraja alias Ekambaram Padayachi, bounded on the north by No. 60 A-9 A; east by No 60 A-10 B; south by No. 60 A-11 B; west by Nos. 60 A-7 B and 58-20 C	..	0 14
Manavari, No 60 A-10 B, belonging to 699. Kattaraja alias Ekambara Padayachi, bounded on the north by No. 60 A-10 A, east by No. 60 A-10 A & 12 A; south by No. 60 A-11 B; west by No. 60 A-9 B	..	0 04
Dry, No 60 A-11 B, belonging to 699 Kattaraja alias Ekambara Padayachi, bounded on the north by No 60 A-9 B, 10 B & 11 A; east by No 60 B-1 B; south by No. 60 A-12 B; west by No 60 A-7 B & 8 B	..	0 78
Dry, No 60 A-12 B, belonging to 602. Ammaji Ammal, bounded on the north by No. 60 A-8 B & 11 B, east by No 60 B-6, south by No 61-17 A-1 A; west by No. 60 A-12 A	..	0 50
Dry, No. 60 B-1 B, belonging to 411 M Karuppan Padayachi, anjeyar Pungan Padayachi, bounded on the north by No. 60 B-1 A, east by No. 60 B-5 B & 6, south by No 60 B-6, west by No. 60 A-11 B	..	0 10
Dry, No. 60 B-5 B, belonging to 647 Amirtham, bounded on the north by No. 60 B-5 A, east by No 59-2; south by No 60 B-6, west by No. 60 B-1 B	..	0 21

	ACS.
Dry, No. 59-B-6, belonging to 351 Kasthaparumal Padayachi, bounded on the north by No 60 B-6 E; east by No. 59-2, south by No. 61 B-7; west by No 60 B 1 B	0 48
Dry, No. 60 B-7, belonging to 353 Chinna Ammal, bounded on the north by No 60 B-6; east by No. 59-2, south by No. 60 B-8, 9, 10 & 11, west by No 60 B-6	0 43
Dry, No 60 B-8, belonging to 351. Kasthaparumal Padayachi, bounded on the north by No 60 B-1 B & 7, east by No. 60 B-6; south by No. 61-5 A; west by Nos. 60 A-12 E and 61-5 A	0 28
Dry, No. 60 B-9, belonging to 347 Amirtham, bounded on the north by No 60 B-7, east by No. 60 B-10, south by No 61-5 A; west by No 60 B 6	0·23
Dry, No. 60 B-10, belonging to 321, Palaniyeyee, bounded on the north by No 60 B 7; east by No. 60 B-11; south by No. 61-6 A, west by No. 60 B-9	0·44
Dry, No. 60 B-11, belonging to 121. Kappuswami Padayachi, bounded on the north by No. 60 B-7, east by No 59-2; south by No. 61-6 A; west by No. 60 B-10	0·41
Dry, No. 61-1 A, belonging to 674. Govindaswami Padayachi, enjoyers Ahmannan Padayachi and Valamuthu Padayachi, bounded on the north by No 60 A-13 E, east by No 61-2 A & 6 A, south by No. 61-1 B, west by No. 61-17 A	0 54
Dry, No. 61-2 A, belonging to 702 Seetatun Padayachi, Velliyah Padayachi, enjoyer Govindaswami Padayachi, bounded on the north and east by No 61-6 A; south by No. 61-2 B & 4 A; west by No. 61-1 A	0 24
Dry, No 61-4 A, belonging to 621. Jambulingam Padayachi, sthidar Periyannan Padayachi bounded on the north by No. 61-2 A; east by No 61-6 A, south by No. 61-4 B; west by No 61-4 B & 2 B	0 02
Dry, No 61-6 A, belonging to 553 Thavakkal Mohiddeen Rowther, bounded on the north by No 60 B-10 & 11; east by No. 59-2, south by No. 61-5 B, west by No 61-5 A	0·67
Dry, No 28-2 B, belonging to 357 Rangaswami Padayachi, bounded on the north by No 28-2 A, east and south by No 28-3 B; west by No 29-2..	5 57
Dry, No 28-3 B, belonging to 625 Srinivasa Raghavathar and Balakrishna Raghavathar, bounded on the north by No 28-2 B & 3-A; east by No. 28-3 C; south by No. 28-3 D, west by Nos 28-2 B and 29-2	2 35
New S. No. 313.	
Dry, No. 28-3 C, belonging to 624. Srinivasa Raghavathar and Balakrishna Raghavathar, bounded on the north by Nos. 28-3 A and 28-2 A; east by Nos 29-2 B and 78-1 A; south by No. 28-3 D, west by No. 28-3 B	0·20
Dry, No. 29-2 B (special rate), belonging to 625. Srinivasa Raghavathar and Balakrishna Raghavathar, bounded on the north by Nos 29-2 A and 28-2; east by Nos 28-2 and 12-8 B, 9 & 13-A; south by No. 78-1 A, 2-1, 4-A & 2-C; west by Nos 28-3 C and 28-3	2·31
Dry, No. 28-2, belonging to 510. Govindasami Nayakar, bounded on the north by No 28-1; east, south and west by No. 29-2 B	1·69
Dry No 78-1 A, belonging to 126. Muniyan Padayachi, bounded on the north by No 29-2 B; east by No 75-2 A; south by No. 78-1 B; west by No 28-2 C	0 81
Dry, No. 75-2 A, belonging to 782 Ahilandam, Sundaram Padayachi, minor Manimutha Padayachi, guardian Sundaram Padayachi, bounded on the north by No 29-2 B, east by No 75-4 A, south by No. 75-2 B; west by No. 78-1 A	0·13
Dry, No. 75-4 A, belonging to 89. Sundaram Padayachi bounded on the north by No. 29-2 B; east by Nos 75-4 B and 29-2 C, south by No. 75-4 B, west by No 75-2 A	0 05
Dry, No. 12-2 B, belonging to 552 V Rangaraswami Nayakar, enjoyers Gopalaswami Pillai and Ayyavu Pillai, sthidar Pariah Ammal, bounded on the north by No 12-2 A, east by No 12-5 B, south by No 12-10 B, west by No 12-2 A ..	0·21
Dry, No 12-4 A, belonging to 551 Goneswami Nayakar, bounded on the north by No 12-11; east by No. 12-6 B & 6 C; south by No. 12-4 B, east by No 12-10 B & 12-A	0·03
Dry, No. 12-5 B, belonging to 613. Pattu Ramaswami Nayakar, bounded on the north by No. 12-5 A; east by No 12-6 B; south by No. 12-11; west by No 12-2 B & 10-B	0·39

	ACS.
Dry, No. 12-6 B, belonging to Arumuga Odayan, enjoyer Ponnuswami Odayar, bounded on the north by No. 12-6 A; east by No. 11-1 B, 8-A & 11-A; south by No. 12-6 C; west by No. 12-6 B & 11	1·05
Dry, No. 12-7 B, belonging to 379. Anganna Nayakar and Srinivasa Ayyangar, bounded on the north by No. 12-7 A; east by No. 12-10 B; south by No 12-8 B, west by No 12-7 A ..	0 12
Dry, No. 12-8 B, belonging to 715. Pappa Nayakar, bounded on the north by No. 12-7 B & 8-A; east by No 12-11 B, south by No. 12-6; west by Nos. 29-2 B and 12-6 A	0 37
Dry, No 12-9, belonging to 600. Veeraswami Nayakar, bounded on the north by No. 12-8 B; east by No 12-10 B, south by No. 12-12 A, west by No. 29-2 B	0 36
Dry, No. 12-10 B, belonging to 408. Rajagopala Nayakar, simple mortgagee, Govindan Puriyan, bounded on the north by No 12-2 B & 10-A; east by No. 12 11 & 4-A; south by No. 12-12 A; west by No. 12-7 B, 8-B, 9 & 10-A	0·39
Dry, No. 12-11, belonging to 411 Rajagopala Nayakar by guardian, Krishnal, bounded on the north by No. 12-6 B, east by No. 12-6 B, south by No 12-1 A; west by No. 12-10 B	0·64
Dry, No 12-12 A, belonging to 658, Govindaswami Pillai, bounded on the north by No 12-8 & 10 B; east by No. 12-4 A; south by No. 12-12 B, west by No. 29-2 B	1·02
New S No. 216.	
Dry, No, 11-1 B, belonging to 819. Goruvappa Nayakar, Ponnuswami Odayar, S. O. and Ranguswami Odayan, bounded on the north by No. 12-1 A & 2-B, east by No 11-2 B; south by No. 11-8 A, west by No. 12-6 B	1 10
Dry, No 11 2 B, belonging to 665 Venkatuswami Nayakar and Arumuga Odayan, sthidar Mannan Periyan, bounded on the north by Nos 13-13 B & 13-B and 11-2 A; east by No. 11-3, 4-A & 8-A; south by No. 11-1 B, 8-A & 8-A; west by No. 11-1 B & 2-A	1·09
Dry, No. 11-3, belonging to 3d. Arumuga Odayan and Kandaswami Odayan, bounded on the north by Nos. 13-14 B; east by Nos. 13-14 B and 11-6 A; south by No. 11-4 A, west by Nos. 13-13 B and 11-2 B	0 46
Dry, No. 11-4 A, belonging to 492. Arumuga Odayan, enjoyer Ponnuswami Odayar, bounded on the north by No. 11-3, east by No. 11-5 A & 4-B; south by No 11-5 A & 4-B; west by No. 11-2 B ..	0·61
Dry, No. 11-5 A, belonging to 24 Kandaswami Odayan, bounded on the north by No. 11-4 A; east by No 11-5 B, west by No 11-9 A, west by No. 11-2 B	0·21
Dry, No. 11-6 A, belonging to 233, Veerappa Odayan, bounded on the north by No. 13-14 B, east by No 13-6 B & 7 B, south by No 11-6 B; west by No 11-3 & 4 A	0·11
Dry, No 11-7 A, belonging to 194. Palani Odayan, bounded on the north by No. 11-8 A, east by No. 11-7 B; south by No 11-8 B & 7 B, west by No. 13-14 B	0·03
Dry, No. 11-8 A, belonging to 655. Ramaswami Nayakar, Muniyan Periyari and Govindan Periyan (sthidars), bounded on the north by No 11-2 B & 2 B, east by No 11-9 A; south by No. 11-8 B & 11 A; west by No. 12-6 B	0·85
Dry, No 11-9 A, belonging to 462 Venkatachala Nayakar, bounded on the north by No. 11-2 B & 5 A, east and south by No. 11-6 B; west by No. 11-6 A	0·05
Dry, No. 11-11 A belonging to 430, Venkatasami Nayakar, bounded on the north by No. 11-9 A; east and south by No. 11 11 B, west by No. 13-6 B	0 02
Dry, No 13-12 B, belonging to 592 Palaniyandi Padayachi, bounded on the north by No. 13-12 A; east by No. 13-13 B; south by No. 11-3 B, west by No. 13-12 A	0·01 444 sq. links.
Dry, No. 13-13 B, belonging to 831. Ponnuswami Odayan, bounded on the north by No. 13-13 A & 14 B; east by No 13-14 B & 11-3, south by No. 11-2 B; west by No 13-12 B	0 27
Dry, No 13-11 B, belonging to 723 Veeramuthu Padayachi, bounded on the north by No. 13-4 B; east by Nos. 13-3 A and 11-7 A, south by Nos. 13-13 B, 11-3 and 8 A; west by Nos. 13-13 B and 11-3	1·47
Dry, No. 7-11 B, belonging to 20 Palaniyayee, bounded on the north by Vannarpettai; east by No. 7-12 & 13, south by No 13-1 B, west by No. 7-11 A	0·63

	ACS.
Dry, No. 7-12, belonging to 78 Nathappa Odayan, bounded on the north by Vannarapettai, east by No 7-14 ; south by No 7-13 ; west by No. 7-11 B	0·20
Dry, No. 7-13, belonging to 416 Ayyava Odayan, bounded on the north by No 7-12 ; east by No 7-14 ; south by Nos. 8-4 A and 23-4 B ; west by No. 7-11 B	0 31
Dry, No. 7-14, belonging to 641. Veerappa Odayan, bounded on the north by Vannarapettai ; east by No. 7-15 A ; south by No. 8-4 A ; west by No. 7-13	0·11
Dry, No. 7-15 A, belonging to 618. Palani Odayan, bounded on the north by Vannarapettai ; east by No. 7-15 B, south by No 8-4 A ; west by No. 7 14	0 44
Dry, No. 11-4 B, belonging to 462. Arumugha Odayan, enjoyer Ponnuswami Odayan, bounded on the north by No 11-4 A ; east by No. 11-8 B, south by No. 11-5 B ; west by No. 11-4 A	0·02
Dry, No. 12-10 A, belonging to 108 Bulgaruvappa Nayakar, simple mortgagee Govindan Pariyari, bounded on the north by No 12-9 A ; east and south by No 12-10 B, west by No 12-7 A ..	0 01
Dry, No. 12-8 A, belonging to 715. Seppa Nayaker, bounded on the north by No. 12-7 A, east and south by No. 12-8 B ; west by No 29-2 A	0·01
Dry, No. 29-2 A, belonging to 357 Ranganawami Padayachi, bounded on the north by No 28-1 ; east by No. 28-3 A ; south by No. 28-2 B ; west by No. 53-1	0 05
Dry, No. 61-2 B, belonging to 702. Seruan Padayachi, Vellayan Padayachi, enjoyer Govindaswami Padayachi, bounded on the north by No. 61-2 A ; east by No 61-4 A ; south by No. 61-4 B ; west by No. 61-1 B	0·01
Dry, No. 67 A-12 B, belonging to 316. Sundara Mooppan, bounded on the north and east by No. 67 A-12 A ; south by No. 67 A-4 ; west by No. 67 A-1 B	0·01
Dry, No. 32-6 A, belonging to 709, Venkatachala Odayan, bounded on the north by No 32-4 A ; east by No. 33-1, south and west by No 32-5 B..	0·01
Dry, No 60 A-11 A, belonging to 606. Katturaja alias Ekambaram Padayachi, bounded on the north by No 60 A-10 A, east by No. 60 B-1 A ; south by No 60 A-11 B, west by No 60 A-10 B ..	0 01
Total ..	36·2 and 440 sq. links

Fort St. George, September 1, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 226·74 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Cauvery-Mettur Project ; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Moochari, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, Moochari, and may be inspected at any time during office hours.

Salem district, Dharmapuri taluk,
No. 4 Badrahalli village.

	ACS.
Patta, dry, S No. 384-2, belonging to Venkatarama Nayakan and Veeran Samban, bounded on the north by No. 384-1 ; east by No. 424 ; south by Omalur taluk Chokipadi ; west by No. 81 ..	0·62
Patta, dry, S No. 386, belonging to Kulli Chetti, Veeri Chetti, Chenroya Chetti, son of Thimmeroya Chetti, Nanjappa Chetti and Muthia Chetti, bounded on the north by No 384 ; east by No. 423 ; south by No. 384 ; west by No. 82	1·49
Patta, dry, S. No 386, belonging to Kulla Chetti, Veeri Chetti, Chenroya Chetti, son of Thimmeroya Chetti, Nanjappa Chetti and Muthia Chetti, bounded on the north by No. 387 ; east by No 423 ; south by No. 385, west by No 82	0·45
Patta, dry, S. No 386, belonging to Kulu Chetti, Veeri Chetti, Chenroya Chetti, son of Thimmeroya Chetti, Nanjappa Chetti and Muthia Chetti, bounded on the north by Nos. 383 and 372 ; east by No. 423 ; south by No. 386, west by No. 82..	1·12
Patta, dry, S. No. 388, belonging to Kulli Chetti, bounded on the north by Nos 390, 389 and 421 ; east by No. 422 ; south by No 387 ; west by No. 392	6·96
Patta dry, S. No 389, belonging to Kulli Chetti, and Chenroya Chetti, son of Thimmeroya Chetti, bounded on the north by No 391 ; east by No. 421 ; south by No 388 ; west by No. 390 ..	2·36
Patta, dry, S. No. 390, belonging to Kulli Chetti and Chenroya Chetti, son of Thimmeroya Chetti, bounded on the north by No 391 ; east by No. 389 ; south by No 388 ; west by No 392 ..	2·01
Patta, dry, S No. 391, belonging to Kulli Chetti, and Chenroya Chetti, son of Thimmeroya Chetti, bounded on the north by No 393 ; east by No. 421 ; south by Nos. 389 and 390 ; west by No. 392	0·82
Patta, dry, S No. 392-1, belonging to Rangappa Nayakan, Lingappa Nayakan and Gopala Nayaka, bounded on the north, east and south by No 392-2 ; west by No. 85	2·43
Patta, dry, S No. 393, belonging to Kulli Chetti and Chenroya Chetti, son of Thimmeroya Chetti, bounded on the north by Nos 394, 397 And 398 ; east by No. 421 ; south by No. 391 ; west by No. 392	3·86
Patta, dry, S No 394, belonging to Muslim, minor Karuppan, guardian brother Munian and minor Perumal, guardian mother Kulli, bounded on the north by No 395 ; east by No. 420 ; south by No. 393 ; west by Nos 398 and 397	2·10
Patta, dry, S. No 395, belonging to Muslim, minor Karuppan, guardian brother Munian and minor Perumal, guardian mother Kulli, bounded on the north by No 396 ; east by No 420 ; south by No. 394 ; west by No 397	2·34
Patta, dry, S No. 396, belonging to Muslim, minor Karuppan, guardian brother Munian and minor Perumal, guardian mother Kulli, bounded on the north by No 419 ; east by No 420 ; south by No 395 ; west by No 397	1·80
Inam, dry, S. No. 397, belonging to Manager for the time being Arumugathamman temple Arumugam Poosam, bounded on the north by No 183 ; east by Nos 418, 413, 395, 394 and 384 ; south by No. 393 ; west by Nos. 100 and 398	4·52
Inam, dry, S No 398, belonging to Manager for the time being Arumugathamman temple Arumugam Poosam, bounded on the north by No 400 ; east by No 397 ; south by Nos. 392 and 393 ; west by No. 399	2·62
Inam, dry S No 400, belonging to Manager for the time being Arumugathamman temple, Arumugam Poosari, bounded on the north by No. 401 ; east by No 397, south by No. 398, west by No 399	5·98
Patta, dry, S. No. 401, belonging to Perukattian alias Chennan and Chinnakattian alias Kuppan, bounded on the north by Nos. 402 and 404, east by No. 417 ; south by Nos 400 and 397 ; west by No. 402	5·09
Patta, dry, S. No. 403, belonging to Perukattian alias Chennan and Chinnakattian alias Kuppan, bounded on the north by No. 402, east by Nos. 416 and 418 ; south by No 401 ; west by No. 104	3·10
Patta, dry, S No. 405, belonging to Periyakattian alias Chennan and Chinnakattian alias Kuppan, bounded on the north by Nos. 406 and 404 ; east by No 413 ; south by No 416 ; west by No. 407.	2·53
Patta, dry, S. No. 410, belonging to Veeri Chetti, bounded on the north by No 481 ; east by No. 483 ; south by Nos. 409 and 413 ; west by Nos. 404 and 402	2·73
Patta, dry, S. No 411, belonging to Periyakattian alias Chennan and Chinnakattian alias Kuppan, bounded on the north by No. 410 ; east by No 453 ; south by No. 443, west by No 412 ..	3·71
Patta, dry, S No 412, belonging to Periyakattian alias Chennan and Chinnakattian alias Kuppan, bounded on the north by No 410 ; east by No. 414 ; south by Nos 443 and 412 ; west by No. 413	1·28
Patta, dry, S. No. 414, belonging to Periyakattian alias Chennan and Chinnakattian alias Kuppan, bounded on the north by No 408, east by No 413, south by No 416 ; west by Nos. 407 and 412 ..	5·98
Patta, dry, S No. 415, belonging to Periyakattian alias Chennan and Chinnakattian alias Kuppan, bounded on the north by Nos. 409 And 414, east by No 442, south by No. 417 ; west by No 405.	2·34
Patta, dry, S No. 417, belonging to Chenroya Chetti, son of Mondi Chenni Chetti, bounded on the north by No. 416, east by No. 442, south by No. 418 ; west by No. 401	0·60

	Acs.
Patta, dry, S No. 418, belonging to Chenroya Chetti, son of Nordi Chenni Chetti, bounded on the north by No 417, east by No. 441; south by No. 419, west by No. 397	2·46
Patta, dry, S. No 419, belonging to Munian, minor Karuppan guardian brother Munian and minor Perumal, guardian mother Kulli, bounded on the north by No. 418, east by No. 441, south by Nos. 420 and 348, west by No. 397	6 98
Patta, dry, S No 420, belonging to Munian, minor Karuppan, guardian brother Munian and minor Perumal, guardian mother Kulli, bounded on the north by No 419, east by No 441, south by No. 421; west by Nos 391, 346 and 398	2 66
Patta, dry, S. No 421, belonging to Chenroya Chetti, son of Thimmaraya Chetti, bounded on the north by No 420; east by Nos. 438 and 441, south by Nos 438, 422 and 398, west by Nos 389, 391 and 398	5·45
Patta, dry, S No. 428, belonging to Pachayannan, bounded on the north by No. 423; east by No 432; south by No. 424, west by No 423 .	1 82
Patta, dry, S. No. 423, belonging to Pachayannan, bounded on the north by No. 427, east by Nos. 431 and 432; south by No. 426; west by No 423	5·13
Patta, dry, S No 427, belonging to Pachayannan, bounded on the north by Nos 428 and 429, east by No 430; south by No. 424; west by No. 423.	3·44
Patta, dry, S No. 424, belonging to Pachayannan and Ammani Kavandan, bounded on the south by No. 423, east by No 430, south by No 430; west by No 427	0·33
Patta, dry, S. No. 430, belonging to Pachayannan and Ammani Kavandan, bounded on the north by No. 429, east by Nos. 430 and 436, south by No. 431; west by No. 427	3·72
Patta, dry, S. No. 431, belonging to Pachayannan and Ammani Kavandan, bounded on the north by No. 430; east by No. 431 and 433; south by No. 432, west by No. 426	3·77
Patta, dry, S No 432, belonging to Pachayannan and Ammani Kavandan, bounded on the north by Nos. 425 and 426, east by No. 434; south by No 452, west by No. 423	3·82
Patta, dry, S. No. 433, belonging to Chenroya Chetti, son of Thimmaraya Chetti, Palani Chetti, Mathia Chetti, Ramaswami Chetti, minor Perumal guardian mother Kulli, Munian, minor Karuppan guardian brother Munian Pachayannan, minors, Rajappan and Cheran Chetti guardian mother Veeramma, Kaliappan, Channappa alias Thamma-bai, Veeramma, Ponnammal, Chittarapattan alias Chenroya Chetti, Erra Chetti, Veen Chetti, Kulli Chetti, Nagappa Chetti, Mathia Chetti, Perumbattan alias Chenman, Chinnakottan alias Kuppan, Chenroya Chetti, son of Casumi Chetti, Venkatamma Chetti, Perumal, Moosan alias and Chenroya Chetti, bounded on the north by Nos 434 and 442, east and south by No. 452; west by No 431 ..	1·96
Patta, dry, S. No. 434, belonging to Chenroya Chetti, son of Thimmaraya Chetti and Veeri Chetti, bounded on the north by No. 433, east by Nos 451 and 452; south by No 435, west by Nos 430 and 431.	2 43
Patta, dry, S. No. 435, belonging to Chenroya Chetti, son of Timmaraya Chetti and Veeri Chetti, bounded on the north by No. 437, east by Nos 450, 451 and 449, south by No 431; west by No. 434	1 25
Patta, dry, S. No. 436, belonging to Pachayannan and Ammani Kavandan, bounded on the north by Nos 438 and 437; east by Nos. 437 and 435; south by No 430; west by Nos. 430, 429 and 434 ..	1 85
Patta, dry, S No 437, belonging to Pachayannan, bounded on the north by No 442; east by Nos 443, 446 and 450; south by Nos 434 and 436, west by No 436	3·05
Patta, dry, S. No. 438, belonging to Nagappa Chetti, bounded on the north by No 440, east by No. 447; south by No 439 and 418, west by No 441	2·30
Patta, dry, S. No. 440, belonging to Nagappa Chetti, bounded on the north by No. 444, east by Nos 445, 446 and 447; south by No 439, west by No 441	2 28
Patta, dry, S. No 443, belonging to Munian, minor Karuppan guardian brother Munian and minor Perumal, guardian mother Kulli, bounded on the north by Nos. 442, 444 and 463, east by Nos. 450 and 462; south by No. 446; west by No. 442 ..	4 68
Patta, dry, S. No. 444, belonging to Munian, minor Karuppan guardian brother Munian and minor Perumal, guardian mother Kulli, bounded on the north by Nos. 442 and 443; east by No. 460; south Nos. 440 and 445; west by Nos 442 and 441.	3·70

	Acs.
Patta, dry, S No. 445, belonging to Chenroya Chetti, son of Thimmaraya Chetti, bounded on the north by No 444; east by No. 460; south by Nu. 446; west by No. 440	1 71
Patta, dry, S. No. 446, belonging to Chenroya Chetti, son of Thimmaraya Chetti, bounded on the north by No. 445; east by No. 460; south by Nos 440 and 447, west by No. 440	2 20
Patta, dry, S. No. 447, belonging to Veeri Chetti, bounded on the north by No 446, east by Nos 460 and 448; south by No 448; west by Nos. 438 and 440	4·00
Patta, dry, S No 448, belonging to Chenroya Chetti, son of Thimmaraya Chetti and Veeri Chetti, bounded on the north by Nos 446 and 458, east by No. 459, south by No. 434; west by Nos. 437 and 438	3 08
Patta, dry, S. No. 461, belonging to Chenroya Chetti, son of Thimmaraya Chetti, and Veeri Chetti, bounded on the north by No 449; east by Nos 455 and 456, south by No. 462; west by Nos. 434 and 436	3 79
Patta, dry, S No 462, belonging to Chenroya Chetti, son of Thimmaraya Chetti, Veeri Chetti and Venkataramma, bounded on the north by Nos. 451 and 451, east by Nos. 465, south by No. 463; west by Nos 431 and 432	4 40
Patta, dry, S No. 454, belonging to Veeri Chetti and Nagappa Chetti, bounded on the north by No. 455, east by No. 463, south by No. 453, west by No. 463	0 1/
Patta, dry, S. No. 466, belonging to Veeri Chetti and Nagappa Chetti, bounded on the north by No. 455, east by No 463; south by No. 454; west by Nos 451 and 452	3 43
Patta, dry, S. No. 455, belonging to Veeri Chetti and Nagappa Chetti, bounded on the north by No 457, east by No 463, south by No. 454, west by Nos 446 and 451	4 56
Patta, dry, S. No. 457, belonging to Veeri Chetti, Nagappa Chetti and Mathia Chetti, bounded on the north by No 459, east by No. 462; south by No. 455, west by Nos. 455	2·28
Patta, dry, S. No. 459, belonging to Chenroya Chetti, son of Timmaraya Chetti, and Veeri Chetti, bounded on the north by No 459, east by No. 462; south by No 449; west by No 448	4 49
Patta, dry, S. No 458, belonging to Veeri Chetti, Nagappa Chetti and Mathia Chetti, bounded on the north by No. 460; east by No 462, south by Nos 457 and 456; west by No. 460	0·82
Patta, dry, S. No 461, belonging to Moosan alias Chenroya Chetti, son of Veeri Chetti, bounded on the north by No. 463, east by Nos. 463, 462 and 461; south by No. 462; west by Nos. 460 and 458	7·73
Patta, dry S. No. 462, belonging to Mathia Chetti, bounded on the north by No 461, east by No. 480, south by No. 463, west by Nos 457, 459 and 460	5·40
Patta, dry, S No. 463, belonging to Mathia Chetti, bounded on the north by Nos 462 and 480; east by Nos. 464, 465, 466 and 467; south by No. 474; west by Nos. 455 and 456	6 08
Patta, dry S. No 465, belonging to Venkataramma and minors Kaveri Chetti alias Govinda Chetti and Venkataraman, guardian mother Veeramma, bounded on the north by Nos. 477 and 478; east by Nos 477 and 470, south by No 466; west by No. 463.	1 26
Patta, dry, S No 466, belonging to Venkataraman and minors Kaveri Chetti alias Govinda Chetti and Venkataraman, guardian mother Veeramma, bounded on the north by No. 464, east by No. 469, south by No. 468, west by No. 463 ..	2·74
Patta, dry, S No. 464, belonging to Venkataraman and minors Kaveri Chetti alias Govinda Chetti and Venkataraman, guardian mother Veeramma, bounded on the north by No. 466; east by Nos. 469 and 468; south by No 467, west by No 463	3 82
Patta, dry, S No. 467, belonging to minors Kaveri Chetti alias Govinda Chetti and Venkataraman guardian mother Veeramma, bounded on the north by No 468; east by No 468; south by No. 474; west by No 463	2 42
Patta, dry, S No 468, belonging to Chakkampattan alias Chenroya Chetti, bounded on the north by No 469; east by No. 468; south by No 472; west by Nos. 465 and 467	1·21
Patta, dry, S. No 470, belonging to Chakkarapattan alias Chenroya Chetti, bounded on the north by No. 470; east by Nos 471 and 472; south by No 468; west by Nos 465 and 466	3·77
Patta, dry, S. No 470, belonging to minors Kaveri Chetti alias Govinda Chetti and Venkataraman guardian mother Veeramma, bounded on the north by No 477; east by No. 471; south by No. 469; west by No 464	1·23

	Acs.
Patta, dry, S. No. 471, belonging to Chakkarapattiam alias Chenroya Chetti, bounded on the north by No. 477; east by No. 476; south by Nos. 472 and 476; west by No. 469	0-31
Patta, dry, S. No. 472, belonging to Chakkarapattiam alias Chenroya Chetti, bounded on the north by No. 471; east by No. 476; south by No. 474; west by Nos. 468 and 469	1-52
Patta, dry, S. No. 473, belonging to Chakkarapattiam Vellan Chenroya Chetti, bounded on the north by No. 471; east by No. 476; south by No. 474; west by No. 472	0 43
Patta, dry, S. No. 493, belonging to Kolundal and Sappukkan, bounded on the north by No. 494; east by Nos. 493 and 492; south by Nos. 493 and 495; west by Nos. 495 and 491	7-72
Patta, dry, S. No. 491, belonging to Seppakulan, bounded on the north by No. 495; east by Nos. 492 and 493; south by No. 493, west by No. 496	5-07
Total ..	226 78

Fort St. George, August 27, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 18 acres and 648 square links, be the same a little more or less, is needed for a public purpose, to wit, for the Vadakadu Branch Channel, Canal System, Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector No. II, Pattukkottai, and may be inspected at any time during office hours

Tanjore district, Pattukkottai taluk,
No. 38. Alathur village.

	Acs.
Ryotwari, dry, No. 58-2 B, belonging to 348 Ranganwami Velan, bounded on the north and east by No. 58-2 A; south by No 63-4; west by Vadagarkuthagai village	0-05
Ryotwari, dry, No 58-4, belonging to 13 T Annamalai Velan, bounded on the north by No. 58-2 B; east by No 58-18 A, south by No 58-5 B; west by Vadagarkuthagai village ..	0-10
Ryotwari, dry, No 58-5 B, belonging to 244 V. Abimudam and R. Veerappa Velan, bounded on the north by No 58-4, 14 A & 5 A; east by Nos. 58-5 A and 57-14 B & 17 A; south by No. 58-5 C; west by Vadagarkuthagai village	0 82
Ryotwari, dry, No 58-7 A, belonging to 79. A. Ramaswami Velan, Govindan and Ranganwami, minors' guardian Valli Ammai, bounded on the north by No 57-14 B; east by No 57-15 B; south by No 58-7 B; west by No 58-17 A	0-12
Ryotwari, dry, No. 58-14 A, belonging to 225. P. Subrahmania Velan, bounded on the north and east by No. 58-14 B, south by No. 58-5 B; west by No 58-6	0 05
Ryotwari, dry, No. 58-17 A, belonging to 226. P. Subrahmania Velan, bounded on the north by No. 57-14 B; east by No. 58-7 A; south by No. 58-17 B; west by No 58-6 B	0-02
Ryotwari, dry, No 57-14 B, belonging to 9 A. Ranganwami, bounded on the north by No. 57-14 A; east by No 57-15 B; south by No. 58-7 A & 17 A, west by No 58-5 B	0-51
Ryotwari, dry, No. 57-15 B, belonging to 228. R. Kariappa Velan, bounded on the north by No. 57-15 A; east by No. 57-15 C; south by No. 57 15 C & 15 D; west by Nos 57-14 B and 58-7 A ..	0 21
Ryotwari, dry, No 57-15 C, belonging to 256 R. Kariappa Velan, bounded on the north by No. 57-15 B; east by No. 61 A-2 E; south by No 61 A-1 B; west by No. 57-15 B	0-05
Ryotwari, dry, No 61 A-1 B, belonging to 86 Valli Ammai, Renga Velan and M Mimakshi, bounded on the north by No 57-15 C; east by No 61 A 2 B, south by No. 61 A-1 A & 9 E; west by No. 61 A-1 A	0 22
Ryotwari, dry, No. 61 A-2 B, belonging to 225. R. Kariappa Velan, mortgagee R. Karimuthu Velan, bounded on the north and east by No. 61 A-2 A; south by No. 61 A-6 E; west by Nos. 61 A 1 E and 57-15 C	0-24

	Acs.
Ryotwari, dry, No. 61 A-6 B, belonging to 211. Pethachi Velan, bounded on the north by No. 61 A-1 B & 2 B, east by No. 61 A & C & 11 A; south by No. 61 A-10 E; west by No. 61 A-6 A ..	0-35
Ryotwari, dry, No. 61 A-10 E, belonging to 43. K. Viraswami Velan, mortgagee Venkatarama Ayyar, bounded on the north by No. 61 A-6 B; east by No. 61 A-11 A; south by No. 61 B-4 B; west by No 61 A-16 A	0 23
Ryotwari, dry, No. 61 A-11 A, belonging to 86. Narayana Velan, Rama Velan and Siana Velan, bounded on the north and east by No 61 A-11 B, south by No 61 B-3 B; west by Nos. 61 A-6 B & 10 B	0-09
Ryotwari, dry, No. 61 B-1 B, belonging to 4. V. Ramaswami Velan, bounded on the north, east and south by No. 61 B-1 E; west by No. 61 B-1 A ..	0-02
Ryotwari, dry, No. 61 B-3 B, belonging to 266. E. Muthuvelan, R. Krishna Velan and R. Veerappa Velan, bounded on the north by No. 61 A-10 B 11 A; east by No. 61 B-3 A, 4 B & 5 B, south by No 61 B-3 D; west by No 61 B 1 E & 3 C ..	0 69
Ryotwari, dry, No. 61 B-4 B, belonging to 3. Veerappa Velan and Venkatachala Velan, bounded on the north and east by No 61 B-4 A; south by No. 61 B-5 B., west by No. 61 B-3 B	83 sq. links.
Ryotwari, dry, No 61 B-5 B, belonging to 261. P. Katha Velan and V. Ramaswami Velan, bounded on the north by No. 61 B-4 B, east by No 61 B-5 A; south by No. 60 B A; west by No 61 B-3 B.	0 02
Ryotwari, dry, No. 61 B-6 D, belonging to 254 E. Sathu Velan. R. Kuzina Velan and B Veerappa Velan, bounded on the north by No 61 B-3 B; east by No 60-6 A; south by No 60-5 B & 6 A; west by No 60-5 B	0 61
Ryotwari, dry, No. 60-5 B, belonging to Sr. T Pethachi Velan, E Arumachala Velan, K. Viraswami Velan, mortgagee R. Karimuthu Velan, bounded on the north by No 61 B-3 D; east by No. 60-6 A & 6 A; south by No. 60-6 B; west by No 60-5 A.	0-22
Ryotwari, dry, No 60-6 A, belonging to 9 A Ranganwami Velan, bounded on the north by No. 61 B 3 D; east by No 60-6 B, south by No 60-9 A; west by No 60-4 B	0-14
Ryotwari, dry, No 60-4 B, belonging to 242. R. Perumal Velan, bounded on the north by No 60-4 A; east by Nos. 60-6 E-7, south by No. 76 A & B, west by No. 60-4 A	0-07
Ryotwari, dry, No 60-6 E, belonging to 243 R. Arumachala Velan, mortgagee R. Karimuthu Velan, bounded on the north by No 60-5 B, east by No. 60-6 A & 10 A; south by No. 60 7; west by No. 60-6 A & 4 B..	0-22
Ryotwari, dry, No 60-9 A, belonging to 7. T. Ramaswami Velan, bounded on the north by No. 60-6 A, east by No 60-6 B, south by No 60-10 A; west by No. 60-6 B & 8 B	0-05
Ryotwari, dry, No. 60-7, belonging to 241 T Pethachi Velan, bounded on the north by No 60-6 B, east by No 60-10 A; south by No. 76 A & B, west by No 60-4 B	0-20
Ryotwari, dry, No 60-10 A, belonging to 5. A Ranganwami Velan, bounded on the north by No. 60-9 A; east by No 60-13 B; south by No. 76 A & B, west by No 60-6 B & 7	0 08
Ryotwari, dry, No. 84-4 B, belonging to 133. P Veerabhadra Velan, C. Ayyaswami Velan and C Virayi, bounded on the north by No 84-5 B, east by No 84-6 A; south by No 84-12 B; west by No 84-4 A	0 17
Ryotwari, dry, No 84-6 A, belonging to 347. T. Muthuswami Velan, bounded on the north by No 76 A & B, east by No. 84-7 A & 8 B, south by No. 84-6 B & 12 B, west by No 84-4 B & 6 B ..	0 11
Ryotwari, dry, No. 84-7 A, belonging to 136. A. Muthuswami Velan Karimuthu Velan, K Veerappa Velan, M. Virabadra Velan, M. Nattiyana Velan, minor Ramaswami guardian Ramana Velan, bounded on the north by No. 76-A & B, east and south by No 84-7 B, west by No. 84-6 A.	0 01
Ryotwari, dry, No. 84-9 B, belonging to 124. V. Ranganwami Velan and V. Tirumani Velan, bounded on the north by No. 84-9 A; east by No. 84-12 B; south by No. 84-10 B, west by No. 84-9 A	0 01
Ryotwari, dry, No 84-10 B, puttadam 325 V. Ranganwami Velan, M Ilaya Velan, S Viraswami Velan, V. Muniya Velan, K. Muniappa Velan, M Viraswami Velan; sepoyem Viraswami Velan, Vellayappa Velan, Himasam Velan, Vinayaka Velan, bounded on the north by No. 84-9 B & 12-B; east by No 84-10 C, south by No. 84-13 A & 17-B; west by No. 84-10 A	0 19

	ACS.
Ryotwari, dry, No 81-12 E, belonging to 151. V. Rangaswami Velan, V. Annamalai Velan, V. Tirumani Velan, V. Rangaswami Velan, N. Karimuthu Velan, Sinna Velan, A. Rangaswami Velan, Vallayan and M. Rama Velan, bounded on the north by No. 81-4 B; east by No. 81-12 C, south by No. 81-10 B, west by No. 81-13 A & 9 B	0-20
Ryotwari, dry, No 84-13 A, belonging to 221. V. Rangaswami Velan and V. Tirumana Velan, bounded on the north by No. 84-10 B, east by No. 84-A 13; south by No. 85 A R; west by No. 84-17 D	0 21
Ryotwari, dry, No. 84-17 B, belonging to 95. Karuppayi, guardian to minor Govindammal, bounded on the north by No 84-10 B, east by No 81 13 A; south by No 85-A R, west by No. 81-17 A	0 14
Ryotwari, dry, No. 82-A 1-C, belonging to 170. M. Narayana Velan, P. Veerabhadra Velan, A. Muthuswami Velan, T. Muthuswami Velan, Karmuthu Velan, K. Veerappa Velan, M. Veeramuthu Velan, Amirtam guardian to minor Govindan and Marimuthu Velan, bounded on the north by No 82-B 7 B & 8-A, east by Nos 82-A-1 D; south by No 82-A-1 E, west by Nos. 79-1a B, 82-A 1 A, 1 B, 82-B-13 R and 11 E	0 61
Ryotwari, dry, No 82-A-1 E, belonging to 179. M. Narayana Velan, P. Veerabhadra Velan, A. Muthuswami Velan, T. Muthuswami Velan, Karmuthu Velan, K. Veerappa Velan, M. Veeramuthu Velan, Amirtu guardian to minor Govindan and Marimuthu Velan, bounded on the north and east by No. 82-A-1 C, south and west by No. 82-B 1 E	0-02
Ryotwari, dry, No 82-B-3 E, belonging to 48. Govinda Velan, Alagappa Velan, Govinda Velan guardian to minor Gopala Velan; othidar, Tirumana Ambalagaran, bounded on the north by No 85 A-R; east by No 82-B 8 A; south by No. 82-B-7 B, west by No 83-B-3 A	0 06
Ryotwari, dry, No 82-B 7-B, belonging to 92. T. Virappa Velan, bounded on the north by No 82-B-8 B; east by No. 82 B-8 A; south by No. 82-A-1 C, west by No. 82-B-7 A	0-10
Ryotwari, dry, No 82-B-8 A, belonging to 48. V. Ramaswami Velan, bounded on the north by No. 85-A B; east by No. 82-B-8 B, south by No. 82-A-1 C; west by Nos 82-B-3 E & 7 B	0-30
Ryotwari, dry, No. 82-B-10 E, belonging to 24a N. Karmuthu Velan and K. Veerappa Velan, bounded on the north by No 82-B-10 A, east by No 82-A-1 C; south by No 82-B-11 B, west by No. 82-B-10 A	500 sq. links.
Ryotwari, dry, No. 82 B-11 E, belonging to 209 A. Muthiah, bounded on the north by No 82-B-10 B; east and south by No 82-A-1 C; west by No. 82-B-11 A	0-03
Ryotwari, dry, No. 82-12 B, belonging to 297. P. Veerappa Chetti, bounded on the north by No. 82-1b A; east by No 82-A-1 C, south by No. 82-B-1 B, west by No 82-1b A	0-03
Ryotwari, dry, No. 82-B 1-B, belonging to 44d. Karuppayi guardian to minor Govindammal Karimuthu Velan and V. Rangaswami Velan, bounded on the north by No. 82-A-1 E, east by No. 82-B-1-C, south by No 82-B-2 R & 9-A; west by No 82-B 1 A	0 32
Ryotwari, dry, No 82 B-1 D, belonging to 44d. Karuppayi guardian to minor Govindammal, Karimuthu Velan and V Rangaswami Velan bounded on the north by No. 82-1b B, east by No. 82-A-1 C; south by No. 82-E-1 E; west by No. 82-B-1 E	0-31
Ryotwari, dry, No. 82 B-5 B, belonging to 209. A. Pullaiappa Velan, C. Sinna Velan, R. Mari Velan and T. Muthuswami Velan, bounded on the north by No. 82 B-5 A; east by No. 82 B-b B; south by No. 82 B-5 E; west by No. 82 B-5 A	500 sq. links.
Ryotwari, dry, No. 82 B-8 E, belonging to 31b. V. Rangaswami Velan, V. Tirumani Velan, V. Vinnitheetha Velan, R. Vellayappa Velan and Ramaswami Velan, bounded on the north by No. 82 B-1 B; east by No. 82 B-9 A, 10 A & 10 B, south by No. 82 B-12 A, west by No. 82 B-8 A, b B, b E & 7 B	0 64
Ryotwari, dry, No 82 B-9 A, belonging to 317. K. Mari Velan and V. Rangaswami Velan, bounded on the north by No 82 B-1 B; east by No 82 B-9 B; south by No. 82 B-10 A; west by No. 82 B-8 B	3-09

	ACS.
Ryotwari, dry, No. 82 B-10 A, belonging to 316. Karimuthu Velan, R. Ramaswami Velan and R. Ranga Velan, bounded on the north and east by No 82 B-10 C, south by No 82 B-12 A, west by No. 82 B-8 B	2-
Ryotwari, dry, No. 82 B-10 E, belonging to 216. Karimuthu Velan, R. Ramaswami Velan and R. Ranga Velan, bounded on the north and east by No 82 B-10 C, south by No 82 B-12 A, west by No. 82 B-8 B	0 61
Ryotwari, dry, No 82 B-12 A, belonging to 117. M. Veeramuthu Velan, M. Narayana Velan minor Ramaswami, guardian Narayana Velan, bounded on the north by No 82 B-8 B; east by No. 82 B-13 B; south by No. 82 B-1d & 16 A; west by No 82 B-11 B	0-13
Ryotwari, dry, No. 82 B-1d, belonging to 288. N Karmuthu Velan, bounded on the north by No. 82 B-12 A; east by No 82 B-16 A; south by No 82 B-18 B; west by No. 82 B-11 B	0-10
Ryotwari, dry, No. 82 B-16 A, belonging to 323. K. Veerappa Velan, bounded on the north by No. 82 B-12 A; east by No. 8b B-1b B; south by No. 82 B 16 B; west by No. 82 B-1b	0-27
Ryotwari, dry, No 82 B-18 B, belonging to 380 Karmuthu Velan, bounded on the north by No 82 B-16 & 16 A; east by No. 82 B-18 C; south by No. 97-1 B & 2 B, west by No 83 B-11 A & 18 A	0-66
Ryotwari, dry, No 97-1 B, belonging to 227 P. Appu Velan, bounded on the north by No. 82 B-18 B; east by No. 97-2 B; south and west by No 97-1 A	3 12
Ryotwari, dry, No. 97-2 B, belonging to 39. P. Veerabhadra Velan, bounded on the north by No 82 B-18 B; east by No 82 2 C & 3 B, south by No 97 b A, 8 B, 18 A & 13 A; west by No. b7-1 A & 2 A	0-47
Ryotwari, dry, No 97-2 B, belonging to 302. C. Veerayi, bounded on the north and east by No. 97-3 A, south by No. 97-12 A & 13 B; west by No. 97-2 B	0 09
Ryotwari, dry, No. 97-10 A, belonging to 144. T Subbambuya Velan, bounded on the north by No. 97 2 B; east by No 97-12 A; south by No. 97-13 B, west by No. 97-10 R & 9 B	0-09
Ryotwari, dry, No. 97-5 B, belonging to 114. Rangaswami Velan, bounded on the north by No. 97-2 B, east by No 97-10 A, south and west by No. 97-4 A	63 sq. links
Ryotwari, dry, No. 97-12 A, belonging to 1b8. T. Karimuthu Velan, bounded on the north by No. 97-2 B & 3 B, east by No. 97-13 B, south by No. 97-13 R, west by No. 97-10 A	3 20
Ryotwari, dry, No 97-13 B, belonging to 260. R Rangaswami Chetti, bounded on the north by No 97-3 B & 13 A; east by No b8-A-3-D; south by No. 97-13 C & 14 A; west by No 97-12 A	0 39
Ryotwari, dry, No. 97-14 A, belonging to 88. V. Rameswami Velan, bounded on the north by No 97-13 B; east by No 88 A-3 E, south and west by No b7-14 B	0-04
Ryotwari, dry, No. 97-14 C, belonging to 88. V Ramaswami Velan, bounded on the north and east by No. 88 A-3 B, south by No. 88 A-3 C; west by No. b7-14 A	0-01
Ryotwari, dry, No 88 A-3 D, belonging to 230. R. Rangaswami Chetti, bounded on the north and east by No 88 A-b B; south by No 97-14 A; west by No. 97-13 R	0-02
Ryotwari, dry, No. 98 A-3 B, belonging to 298. R Rangaswami Chetti, bounded on the north by No. 98 A-3 A; east by No 98 A-3 A & 4 B; south by No 98 A-3 C & 5 A; west by Nos. 98 A-3 D and 97-14 A	0 64
Ryotwari, dry, No. 98 A-4 B, belonging to 188. M Karuppaswami Pariyari, Chidambaram Pariyari, A. Tiruman Pariyari, V. Raman Pariyari and Kalandavelar Pariyari, mortgagee Veerappa Chetti, bounded on the north and east by No. 9b A-b A; south by No 98 A-5 A & 5 A; west by No. 98 A-3 B & 5 A	0-18
Ryotwari, dry, No. 9b A-5 A, belonging to 201. V. Vinnitheetha Velan, bounded on the north by No 98 A-3 B; east by No. 98 A-4 B & 5 A; south and west by No. 98 A-6 B	3-14
Ryotwari, dry, No 98 A-5 A, belonging to 227. P. Appu Velan, bounded on the north by No. 98 A-4 B; east by Nos. 98 A-9 C and 98 B-12 B; south by No. 98 A 6 B; west by No. 98 A-5 A	0-32

	Acs.
Ryotwari, dry, No. 98 A-6 C, belonging to 227. P. Appa Velan, bounded on the north by No 96 A-8 A; east by No. 101-2 A & 2 B, south by No. 101-3 B, west by No 98 A-6 A	800 sq. links
Ryotwari, dry, No. 98 B-12 B, belonging to 300. Viraswami Velan, bounded on the north and east by No. 98 B-12 A; south by No 101-2 A; west by No. 98 A-8 A	0·03
Ryotwari, dry, No 101-3 A, belonging to 281. V Tirumani Velan, Naga guardian to minor Ayyaswami and R Velayudha, bounded on the north by No 98 B-12 B, east by No 101 2 B & 3 B, south by No. 101-3 B, west by No 98 A-6 C	0·16
Ryotwari, dry, No. 101-3 B, belonging to 187 V. Tirupatia Velan and T Virapuram Velan, bounded on the north by No. 101-3 A; east by No. 101-9 B, 11 A; south by No. 101-4 B; west by No. 101-3 C & 2 A and 98 A-6 C	0 27
Ryotwari, dry, No. 101-4 B belonging to 216, Viraswami Velan guardian to minor Govinden, tree owner Nagan Ambalagaran, bounded on the north by No 101-3 B; east by No 101-11 A & 12 A; south and west by No. 101-4 A	0·11
Ryotwari, dry, No. 101 8 B, belonging to 270. M. Veerappa Velan and K. Saravana Velan, bounded on the north by No 101-8 A; east by No. 101-9 A & 10 B; south by No. 101-11 A; west by No 101-9 B	0·04
Ryotwari, dry, No. 101-10 B belonging to 279, V Chidambara Velan, V. Tirumeni Velan and R Annamalai Velan, bounded on the north and east by No. 101-10 A; south by No. 101-11 A; west by No. 101-8 B	800 sq. links.
Nattam, dry, No. 101-11 A, belonging to Saravana Velan, bounded on the north by No 101-9 B & 10 B; east by No 101-21 B', south by No 101-12 A, 13 A & 14 A, west by No. 102-4 B & 5 B ..	0 07
Ryotwari, dry, No 101-12 A, belonging to Nagan Ambalagaran and V. Viraswami Velan, bounded on north by No. 101-11 A, east by No 101-13 A; south by No 101-12 B, west by No. 101-4 B ..	0 01
Ryotwari, dry, No 101-13 A, belonging to A Ranga Velan, Vedamalai Ambalagaran and Nagan Ambalagaran, bounded on the north by No. 101-11 A; east by No. 101-14 A; south by No 101-13 B, west by No. 101-12 A	0 12
Ryotwari, dry, No. 101-14 A, belonging to V. Rama Velan bounded on the north by No. 101-11 A; east by No. 101-15 B; south by No. 101-14 B; west by No. 101-13 A	0·19
Ryotwari, dry, No. 101-15 B, belonging to 278. V Veerappa Velan and K. Saravana Velan, bounded on the north by No 101-15 A; east by No 101-16 B & 16 A; south by Nos 102-1 B and 101-15 C; west by No. 101-11 A	0·31
Ryotwari, dry, No. 101-16 B, belonging to 279. V. Chidambara Velan, V. Tirumeni Velan and R Annamalai Velan, bounded the north by No. 101-16 A; east by No. 101-18 B; south by No. 102-5 B, west by No 101-15 B	0·15
Ryotwari, dry, No. 102-4 B, belonging to 68. Nagan Ambalagaran Sriranganat guardian to minor Raja, bounded on the north by No 101-16 B, east by No. 102-2 B; south and west by No. 102-4 A ..	0·01
Ryotwari, dry, No. 102-5 B, belonging to 68, A. Ranga Velan, mortgagee M. Karumatha Velan, bounded on the north by No. 101-16 B; east by No 102-9 A; south by No. 102-5 A; west by No. 102-5 A & 4 B	0 11
Ryotwari, dry, No. 115 A-7 B, belonging to 10, V. Muthu Velan, mortgagee A, Parawaya Velan, bounded on the north by No. 115 A-7 A; east by No. 115 A-8 B; south by No 115 B-1 A & 2 A; west by Nos. 101-18 B and 102-8 A	0·17
Ryotwari, dry, No. 115 A-8 B, belonging to 20. Tyagaraja Velan, Alagappa Velan and Sivachandra Velan, bounded on the north by No. 115 A-8 A; east by Nos 115 A-9 A and 115 B-4 B; south by No. 115 B-2 A; west by No. 115 A-7 B.	0 06
Ryotwari, dry, No. 115 B-1 A, belonging to 1. Rama Velan, bounded on the north by No. 115 A-7 B; east by No. 115 B 2 A; south by No 115 B-1 B; west by No 102-9 A	0·10
Ryotwari, dry, No. 115 B-2 A, belonging to 279. V Chidambara Velan, V. Tirumeni Velan and R Annamalai Velan, bounded on the north by No. 115 A-7 B & 9 B, east by No. 115 B-4 B, 5 A & 7 A; south by No. 115 B-5 B & 2 B; west by No. 11d B-1 A	0 33
Ryotwari, dry, No. 115 B-3 B, belonging to 276. Saravana Velan and Veerappa Velan, bounded on the south by No 115 B-2 A, east by No 115 B-7 A; south and west by No. 115 B-3 A	0·04
Ryotwari, dry, No. 115 B-4 B, belonging to 307. Veerappa Chetti, bounded on the north and east by No. 115 B-1 A, south by No. 115 B-5 A; west by Nos. 115 B-2 A and 115 A-9 B	0·03
Ryotwari, dry, No. 115 B-5 A, belonging to 431 Vidukkayan, bounded on the north by No 115 B-4 B & 5 B; east by No. 115 B-5 B; south by No 115 B-7 A; west by No. 115 B-3 A ..	0 09
Ryotwari, dry, No. 115 B-5 B, belonging to 402. T Velan and Veerappa Chetti, bounded on the north by No. 115 B-5 A, east by No. 115 B-6 C; south by No. 115 B-7 A & 8 C, west by No 115 B-5 A	0 42
Ryotwari, dry, No 115 B-7 A, belonging to 324. Muthan, Kumaran and Rama Velan, bounded on the north by No. 115 B-5 A & 5 B; east by No 115 B-6 C & 9 A; south by No. 115 B-7 B; west by No. 115 B-3 A & 3 B	0 29
Ryotwari, dry, No. 115 B-6 C, belonging to 433. S. Virae Valli and P. Veerappa Chetti, bounded on the north by No. 115 B-6 B, east by No. 115 B-8 A; south by No. 115 B-8 A, west by No 115 B-7 A	0 01
Ryotwari, dry, No. 115 B-6 A, belonging to 297. P. Veerappa Chetti, bounded on the north by No. 115 B 5 C; east and south by No. 115 B-9 B; west by No. 115 B-7 A	0 01
Ryotwari, dry, No. 115 B-9 B, belonging to 297, P Veerappa Chetti, bounded on the north by No 115 B-8 A, east by No. 115 B-10 A, south by No. 115 B-10 A; west by No. 115 B-9 A ..	0 06
Ryotwari, dry, No. 115 B-8 C, belonging to 432. Z. Velan and Veerappa Chetti, bounded on the north by No. 115 B-6 A; east by No 115 B-11 A; south by No. 115 B-8 A, west by No 115 B-8 B.	0 02
Ryotwari, dry, No 115 B-8 A, belonging to 432. S. Viran, Valli and P. Veerappa Chetti, bounded on the north by No 115 B-6 C & 11 A-8 B; east by No. 115 B-14 A & 15 A; south by No. 115 B-9 B; west by No. 115 B-6 C	0·06
Ryotwari, dry, No 115 B-10 A, belonging to 431, Vidukkayan, bounded on the north by No. 115 B-9 B, east by No. 115 B-17 B, south and west by No. 115 B-10 B	0·06
Ryotwari, dry, No 115 B-11 A, belonging to 433, Viran, Valli and Veerappa Chetti, bounded on the north and east by No 115 B-11 B; south by No. 11d B-8 A; west by No. 115 B-6 C	250 sq. links.
Ryotwari, dry, No. 115 B-14 A, belonging to 359 Vasarthadhan, bounded on the north and east by No 115 B-14 B, south by No 11d B-16 A; west by No. 115 B-8 A	0·03
Ryotwari, dry, No. 115 B-15 A, belonging to 371, Viran and Perumi, bounded on the north by No. 115 B-14 A, east by No 115 B-16 B & 18 A; south by No. 115 B-17 B; west by No. 115 B-8 A & 8 B	0·10
Ryotwari, dry, No. 115 B-16 A, belonging to 210. Kooksyan, guardian to minor N. Peruni, C Kooksyan and Vmaithathan, bounded on the north and east by No 115 B-16 B, south by No. 115 B-17 B; west by No. 115 B-14 A	0·01
Ryotwari, dry, No. 115 B-17 B belonging to 434, Virae, Vali, Perumayan and Tirumi, bounded on the north by No. 115 B-18 A & 18 A- east by No 115 B-17 C & 18 A; south by No. 113-10 B; west by No. 115-10 A & 17 A	0 23
Ryotwari, dry, No 115 B-18 A, belonging to 40, T V Rangaswami Velan, bounded on the north and east by No. 115 B-19 B, south by No. 115 B-10 B; west by No. 115 B-17 B.	250 sq. links.
Ryotwari, dry, No 113-10 B, belonging to Rama Velan, bounded on the north by Nos 115 B-17 B and 113-10 C, east by Nos. 113-10 C and 114 B; south and west by No. 113-10 A	0 04
Ryotwari, dry, No 128 B-2 B, belonging to 102, Veerappa Velan, bounded on the north and east by No. 128 B-3 A; south by No. 128 B-4 B; west by No. 114 B	0·06

	Acs.
Ryotwari, dry, No 128 B-4 B, belonging to 271. R. Annamalai Velan, othidar Nathuma, bounded on the north by No. 128 B-3 B & 4 C; east by No. 128 B-7 B & 10 B; south by No. 128 B-4 A & 6 A; west by No 114-B	0·87
Ryotwari, dry, No 128 B-5 A, belonging to 1. Rama Velan, bounded on the north by No 128 B-4 B; east by No. 128 B-10 B; south and west by No. 128 B-5 B	0·20
Ryotwari, dry, No. 128 B-7 B, belonging to 273 V. Tirumeni Velan, bounded on the north by No. 128 B-7 A; east by Alambalkam; south by No. 128 B-10 B; west by No 128 B-4 B & 6 A ..	0·33
Ryotwari, dry, No. 128 B-10 B, belonging to 57. Chidambara Velan, bounded on the north by No. 128 B-7 B; east by Alambalkam, south by Nos 128 B-10 A and 129-10 A, west by No, 128 B & B & 5 A	0·55
Ryotwari, dry, No. 128-10 B, belonging to 216. Viraswami guardian to minor Govindan, bounded on the north by No. 128 B-10 B; east by Alambalkam, south and west by No. 129-10 A ..	0 01
Total ..	13·00 and 648 sq. links.

Fort St. George, September 1, 1927.

Under section 6, Act I of 1894, as amended by Act XXXVIII of 1923, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·93 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. II, Tanjore, and may be inspected at any time during office hours. Under sub section (1) of section 17 of the Act the Governor in Council further directs that in view of the urgency of the case possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice under section 9 (1) of the Act.

Tanjore district, Tanjore taluk, Mukhasa Padupattuam village.

	Acres.
Inam, dry, S. No. 31-2 part (T.S. Nos. 31-2 B and 31 2 C-1), kudiyanandam Thandamuthu Ambalagaran and Kuppuswami Ambalagaran, melvaramdars Ry. V. Vasudeva Sahib and A. L. A. R. Arunachalam Chettiyar (mortgagee), bounded on the north by Tanjore municipality and S. No. 31-3 & 4; east by S. No. 31-3, 2 & 4; south by S. No. 31-2; west by S. Nu. 31-3 & 3	0·25
Inam, dry, S. No 31-3 part (T.S. No. 31-3 B), kudivaramdar Muriyappa Maistri, melvaramdar Ry. V Vasudeva Sahib and A L. A. R. Arunachalam Chettiyar (mortgagee), bounded on the north by Tanjore municipality; east by S No. 31-1 & 4, south and west by b. No. 31-3 & 2	0·31
Inam, dry, S. No. 31 4 part (T.S No. 31-4 A), kudivaramdar Chinniyan Ambalagaran, melvaramdar Ry. V Vasudeva Sahib and A. L. A. R. Arunachalam Chettiyar (mortgagee), bounded on the north by Tanjore municipality and S No. 31-1, east by S. Nos 32-1 and 31 4 & 5; south by S. Nu. 31-5 & 2; west by S. Nu. 31-2 & 3 ..	0 35
Inam, dry, S Nu. 31-5 part (T.S. No. 31-5 A), kudivaramdar Harikrishna Ayyar, melvaramdar Ry. V. Vasudeva Sahib and A. L. A. R. Arunachalam Chettiyar (mortgagee), bounded on the north by S No 31 4, east and south by S. No. 31-5; west by S. No. 31-4	0·01
Total ..	0·93

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector No. 1, Pattukkottai, and his subordinates to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the Act, the Governor in Council appoints the Special Deputy Collector No. 1, Pattukkottai, to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the abovementioned officer, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Pattukkottai taluk, Gandarvakottai zamin, Kakkarakottai village.

	Approximate extent. Acres.
Saval, dry, puimash No. 104	0 04
Saval, dry, puimash No. 104	0 06
Nakkavetti, dry puimash No. 116	0 24
Darkhast, dry, puimah No. 110	0·38
Nattam, dry puimash No. 119	0 02
Nattavan, dry, puimash No. 116	0·06
Nattavan, dry, puimash No. 118	0 03
Total ..	0 76

NOTE.—In the case of fields included in the notification published at page 197 of Part I of the *Fort St George Gazette*, dated 25th January 1927, the extents shown in this notification are in addition to those already notified.

Fort St. George, August 27, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring acre 0·09 and 101 square links, be the same a little more or less, is needed for a public purpose, to wit, for the Rajamadam branch canal, Canal System, Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, Special Deputy Collector No. I, Pattukkottai, is appointed to perform the functions of a Collector under the Act, and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. I, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk, Gandarvakottai Zamin, Cholapuram village.

	Acres.
Zamin, dry, P. No. 240, R S. No. 2-1, belonging to kudikandidar A. Govindan Theodimuthu, bounded on the north and east by Vadakkur; south by No. 2-2, west by zamin lands	0·06
Zamin, wet, P. No. 240, R.S No 2-2, belonging to kudikandidar A. Govindan Thandamuna, bounded on the north by No. 2-1; east by Vadakkur, south by No 2-3, west by zamin lands	0·03
Zamin, wet, P No 240 R S No. 2-3, belonging to kudikandidar Perumal Thandamuna, othidar Paruthayan Sambau, mortgagee A Govindan Theodamuna, bounded on the north by No 2-2; east by Vadakkur; south and west by zamin lands	101 sq. links.
Total ..	0·09 and 101 sq. links.

NOTE.—Melvaramdar—M.R Ry Rajagopala Pandarathar, Zamindar of Gandarvakottai. Othidar—K. V. R M. Venkatachala Chettiyar.

Whereas it appears to Government that the lands specified below are needed for a public purpose, to

wit, for the Canal System of the Cauvery Mettur Project, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector No. I, Pattukkottai, and his subordinates to exercise the powers conferred by section 4 (2) of the Act, and under section 3 (c) of the Act, the Governor in Council appoints the Special Deputy Collector No. I, Pattukkottai, to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are hereby required to lodge before the above-mentioned officer within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition..

Tanjore district, Pattukkottai taluk, Pappanad zamin, Cholagankadikadu village.

	Approximate extent acs.
Aladi, dry—	
P. No. 142 ..	1·50
,, 143 ..	0·00
Ammankkan, dry—	
P. Nos. 3 & 4 ..	0·38
P. No. 4	0·36
,, 4	0·35
Beppalan, dry—	
P No. 8	0·30
,, 9	0·76
,, 9	0·20
,, 5	0·05
Cheri, dry, P. No. 46..	0 08
,, 46..	0 20
,, 46..	0 04
,, 46..	0 09
,, 46..	0 17
,, 46..	0·26
,, 46 ..	0·07
,, 46 ..	0 07
,, 46..	0·10
,, 46 ..	0 23
,, 45 ..	0 23
,, 45..	0 23
,, 45..	0 08

	Approximate extent acs.
Cheri, dry, P. No. 45..	0 08
,, 45..	0 38
,, 45..	0·05
,, 45..	0 06
,, 45..	0 05
,, 45..	0 06
Vala Kallan, dry—	
P. No. 54 ..	0·35
,, 54 ..	1·60
,, 64 ..	0·12
,, 68 ..	0 06
,, 61 ..	0 05
,, 64 ..	0 10
,, 64 ..	1 07
,, 59 ..	1 02
,, 56 ..	1 01
,, 58 ..	0 16
Valavadi, dry—	
P. No. 60 ..	0 02
,, 60 ..	0 22
,, 60 ..	0 50
,, 60 ..	0 14
To a	13 37

Peppanad zamin, Kil Mangulam village.

Thattanpuli, dry—	
P. No. 28 ..	0 01
,, 28 ..	0 42
,, 28 ..	0 61
,, 28 ..	0 15
,, 26 ..	0·01
,, 27 ..	0 38
,, 27 ..	0 64
,, 27 ..	0 07
,, 27 ..	0 04
,, 27 ..	0 12
Chari, dry—	
P. No. 10 ..	0 01
,, 10 ..	0·04
,, 10 ..	0 15
,, 10 ..	0·19
,, 10 ..	0·24
Seval, dry—	
P. No. 405 ..	0·06
Thattan, dry—	
P. No 406 ..	0·65
,, 406 ..	0 09
Kannotpa, dry—	
P. No. 73 ..	0·22
Thattan, dry—	
P. No 405 ..	0·27
Paramavadi, dry—	
P No. 72 ..	0 35
,, 72 ..	0·12
,, 72 ..	0·20
,, 72 ..	0 09
Iruppakanjan, dry—	
P No 71 ..	0 22
Paramavadi, dry—	
P No 73 ..	0 08
Iruppakanjan, dry—	
P No 71 ..	0·20
Paramavadi, dry—	
P. No. 73 ..	0 01
,, 72 ..	0 01

Iruppakanjan, dry—	
P. No. 71 ..	0 10
Mem, dry—	
P No 89 ..	0 20
,, 89 ..	0 30
,, 89 ..	0·01
Mahaladi, dry.—	
P. No. 78 ..	0 33
,, 78 ..	0 04
Illuppadi and Palankadai, dry—	
P Nos 84 & 85 ..	0 26
Mahaladi, dry—	
P. No. 78 ..	0 16
,, 79 ..	0·08
Illuppadi, dry—	
P No 84 ..	1·33
Mahaladi, dry—	
P No 82 ..	0·01
Illuppadi, dry—	
P No 84 ..	1·32
Mahaladi, dry—	
P No. 83 ..	0 04
Illuppadi, dry—	
P. No 84 ..	0 30
Vadugan, dry—	
P. No 429 ..	0·28
,, 429 ..	0 20
,, 429 ..	0 20
,, 429 ..	0·40
,, 429 ..	0·02
Thangavan, dry—	
P. No 348 ..	0·08
,, 349 & 350 ..	0 06
,, 348 ..	0·07
,, 349 & 350 ..	0·33
,, 350 ..	0 07
,, 350 ..	0 17
,, 348 ..	0·10
,, 352 ..	0·17

	Approximate extent acs.
Thangavan & topa, dry—	
P. Nos. 351 & 420.	0·50
Topa, dry—	
P Nos 425 & 389 ..	1·35
Manai, dry—	
P. No 342 ..	0·12
,, 393 ..	0 15
,, 397 ..	0·19
Topa, dry—	
P. No. 388 ..	0 52
Manai, dry—	
P No. 386 ..	0·11
Murungai, dry—	
P. No. 113 ..	0 03
,, 113 ..	0 01
,, 113 ..	0 01
,, 113 ..	0·40
,, 114 ..	0·01
,, 113 ..	0 07
,, 113 ..	0 16
,, 113 ..	0 01
,, 113 ..	0·05
,, 113 ..	0 10
,, 113 ..	0 03
,, 113 ..	0 09
,, 113 ..	0 27
Cheri, dry—	
P. No 122 ..	1 52
Motta Thirumaa, dry—	
P. No 112 ..	0 04
Sulkan, dry—	
P. No. 130 ..	0 05
,, 130 ..	0·12
,, 130 ..	0 05
Cheri, dry—	
P. No 122 ..	0 24
Amaiyan, dry—	
P No 130 ..	0 14
Sulkan, dry—	
P. No. 130 ..	0 28
,, 130 ..	0 45
,, 130 ..	0 05
,, 130 ..	0 45
,, 130 ..	0 53
Aladi, dry—	
P. No 130 ..	0 04
,, 130 ..	0 10
,, 130 ..	0·19
,, 130 ..	0 48

	Approximate extent acs.
Aladi, dry—	
P Nos 131 & 143 ..	0·30
P. No. 141 ..	0 01
P Nos 131 & 143 ..	0 20
P. No 143 ..	0·04
,, 142 ..	0 69
,, 142 ..	0 11
,, 143 ..	0 02
,, 143 ..	0 22
,, 143 ..	0 20
Kathan, dry—	
P. No. 170 ..	0 20
Vellayan, dry—	
P No. 173 ..	0·04
Kothan, dry—	
P No. 170 ..	0·12
Vellayan dry—	
P No. 172. ..	0·12
,, 171 ..	0 35
,, 171 ..	0 09
,, 171 ..	1 10
Arumuth., dry—	
P No 184 ..	0 02
,, 186 ..	0 07
Vellayan, dry—	
P. No 175 ..	0 02
Arumuthi, dry—	
P. No 186 ..	0 40
,, 184 ..	0·12
,, 184 ..	0·24
,, 180 ..	0 23
,, 188 ..	0 05
Veeradi, dry—	
P No 187 ..	0 16
Arumuthi, dry—	
P. No 186 ..	0 01
Veeradi, dry—	
P No 187 ..	0·19
,, 187 ..	0 14
,, 187 ..	0 37
,, 187 ..	0·29
,, 187 ..	0 04
,, 187 ..	0 03
Forest, dry—	
P No. 187 ..	0 02
,, 187 ..	7·69
Total ..	37 81

Pappanad zamin, Tirunallur, attached to Poyyandakudikkadu village.

Umbalu, dry—	
P. No 90 ..	0 90
,, 89 ..	0 02
,, 89 ..	0·05
,, 89 ..	0 05
,, 90 ..	0 98
,, 89 ..	0 09
,, 89 ..	0 12
,, 89 ..	0 34
,, 87 ..	0 50
,, 87 ..	1 00
,, 87 ..	1 50
,, 87 ..	0·40
,, 87 ..	1·33
,, 87 ..	0·43
Seval, dry—	
P. No 95 ..	0 85
,, 95 ..	0 95
,, 95 ..	0 45
,, 95 ..	0 38
,, 85 ..	1 10
Vannan, dry—	
P No 105 ..	0 40
,, 105 ..	1·10
,, 104 ..	0 24
,, 104 ..	0 32
,, 104 ..	0·30
,, 104 ..	0 05
,, 104 ..	1 05
Kunjan, dry—	
P No 101 ..	0·10
P. Nos. 102 & 114 ..	0·10
Illuppayadi, dry—	
P. No 70 ..	0 08
Kathiri, dry—	
P. No. 114 ..	0·11
Illuppayadi, dry—	
P. No. 70 ..	0·14

Kathiri, dry—	
P. No. 114 ..	0 01
,, 69 ..	0 70
Ayakaran, dry and kattiri, dry—	
P Nos. 63 & 62 ..	0·28
,, 60 & 80 ..	0 50
Kathiri, dry—	
P. No. 116 ..	0 01
,, 118 ..	0 40
Tekkelian, dry—	
P. No. 119 ..	0 50
,, 121 ..	0 14
,, 119 ..	0 01
,, 121 ..	0 08
,, 120 ..	0 02
,, 120 ..	0 20
Seval, dry—	
P. No 153 ..	0 01
,, 154 ..	0 18
Ayyan, dry—	
P. No. 155 ..	0 08
,, 155 ..	0 10
P. Nos 155 & 156 ..	0 24
P. No. 156 ..	0 01
P. Nos. 155, 156 & 267.	0 58
P. No. 156 ..	0·10
,, 166 ..	0·07
,, 237 ..	0 01
Ayan, dry and manai, dry—	
P Nos 236 & 156.	0·24
Manai, dry—	
P. No 236 ..	0 24
P. Nos 235 & 236 ..	0 93
P No. 236 ..	0 02
,, 236 ..	8 04

	Approximate extent. acs
P. No. 235 ..	0·05
P Nos. 237, 238 & 239. ..	0·30
,, 280 & 281 ..	0·28
,, 284, 285 & 286. ..	0·40
P. No. 293 ..	0·11
,, 295 ..	0·13
,, 297 ..	0·36
P. No. 297 ..	0·15
P. Nos. 298 & 299 ..	0·32
,, 300 & 302 ..	0·65
P. No. 309 ..	0·02
Elankadu, dry—	
P. Nos. 307 & 174 ..	1·26
Total ..	32 80

Pappanad zamin, Sankaranarkudikkadu attached to Poyyundakudikkadu.

Tope, dry—	
P. No 231 ..	0·14
,, 209-2 ..	0 25
,, 300 ..	0·30
,, 199 ..	0·32
,, 196 ..	0·23
,, 196 ..	0 76
,, 161 ..	0 01
,, 188 ..	0 13
Seval, dry—	
P. No 122 ..	0 68
,, 123 ..	0 35
,, 128 ..	0 23
,, 127 ..	0 10
,, 132 ..	0·30
,, 129 ..	0 09
,, 134 ..	0·33
Seval, dry—	
P. No. 138 ..	0 08
,, 139 ..	0·20
P. Nos. 115 & 121 ..	0 06
,, 119 & 120 ..	0 16
,, 118 & 121 ..	0 61
,, 119 & 120 ..	0 24
P. No. 119 ..	0 55
Tope, dry—	
P. No. 102-2 ..	0·06
Puhyadi, dry—	
P. No. 101 ..	0·44
,, 101 ..	0·40
,, 100 ..	0 05
,, 100 ..	0 10
Total ..	6·68

Pappanad zamin, Terkukkottai attached to Kilmangalam.

Velungadi, athama, dry—	
P. No. 144 ..	0·10
Ulukan, seval, dry—	
P. No. 142 ..	2·00
,, 143 ..	0 10
,, 142 ..	2 00
,, 142 ..	0 95
Vanam, dry—	
P. No. 139 ..	0 25
Ulagan, seval, dry—	
P. No 142 ..	0 60
,, 142 ..	0 05
Punaperuthi, dry—	
P. Nos. 140 & 131 ..	1·60
P. No 131 ..	0 60
Manai, dry—	
P. Nos. 123 & 125 ..	1·60
,, 114, 115 & 117 ..	0·65
,, 114, 126 & 127 ..	0 40
P. No. 125 ..	0·30
Senkollai, dry—	
P. Nos 77 & 78 ..	1·60
Mudikkandan, manai, dry—	
P No. 87 ..	0·09
Tope, dry—	
P. No. 116 ..	1 20
,, 112 ..	1 00
Manai, dry—	
P. No 93 ..	0 60
,, 89 ..	0·05
,, 90 ..	0 75
,, 95 ..	0 10
,, 90 ..	0·18
P. Nos. 91 & 92 ..	0 30
Pallanatham—	
P No 16 ..	0·10
,, 18 ..	0 05
,, 14 ..	0·10
,, 17 ..	0 40
,, 17 ..	0·35
,, 14 ..	0·20
,, 14 ..	0 10
Manai, dry—	
P No 96 ..	0 05
,, 96 ..	0·18
,, 95 ..	0 35
Pallanatham, Pilakadai, dry—	
P Nos 14 & 15 ..	1 50
Palakadu dry—	
P Nos. 7 & 8 ..	0·30
Pethachi, dry—	
P No. 6 ..	0·15
,, 6 ..	0 10
Total ..	18·35

Kilmangalam vattam, Yoganaykipuram village.

Kunchi, vetti, dry—	
P. No. 20 ..	0·55
,, 20 ..	0 55
,, 18 ..	0·05
,, 16 ..	0 30
,, 16 ..	0·18
,, 21 ..	0·08
Kunchi, vetti, dry—	
P. No 19 ..	0·60
,, 18 ..	0 85
,, 18 ..	0·60
,, 18 ..	0·15
Total ..	3·20

Pappanad zamin, Vadakkukkottai attached to Poyyundakudikkadu village.

Seriun, dry—	
P. No 257 ..	0 41
Seriun, dry and Pathan, dry—	
P. Nos. 255 & 258	0·35
Pethan, dry—	
P No 256 ..	0 14
Seriun, dry—	
P No 258 ..	0 38
,, 258 ..	0 16
,, 256 ..	0 01
Pethan, dry—	
P. No. 255 ..	0 21
,, 255 ..	0·16
P. No 265 ..	0 04
,, 255 ..	0·30
Seval, dry—	
P No. 258 ..	0·21
Aladi, dry—	
P No 172 ..	0·17
Seval, dry—	
P. No. 264 ..	0·18
,, 264 ..	0·07
,, 264 ..	0 01
Aladi, dry—	
P. Nos. 172 & 172-2.	0·72
P. No. 172-2 ..	0·50
Seval, dry—	
P. No. 253 ..	0·05
,, 178 ..	0 17
,, 260 ..	0·02
,, 173 ..	0·30
Seval, dry and ayan dry—	
P. Nos. 178 & 251 ..	0·62
,, 250-2 & 174.	0·66
Seval, dry—	
P No 270-2 ..	0·45
Seval, dry and Thothavadi dry—	
P Nos. 246 & 250.	0·60
Thothavadi, dry—	
P. No. 245 ..	0 60
,, 247 ..	0·10
,, 244 ..	0 47
Aladi, manai and Thothavadi, dry—	
P. Nos 241, 242 & 243 ..	0·30
Vellayan, dry—	
P. No. 3 ..	0 05
,, 3 ..	0 20
,, 6 ..	0 31
,, 2-6 ..	0 10
,, 6 ..	1·17
,, 1-6 ..	0·13
,, 6 ..	0·02
,, 6 ..	0 08
,, 6 ..	0·02
,, 6 ..	1·00
Total ..	13 05

Zamin—Enadi village.

Sappani, dry, belonging to E Kalanda Velan ..	0·67
Sappani, dry, belonging to K Veera Velan ..	0·28
Sappani, dry, belonging to K. K Veera Velan ..	0·35
Sappani, dry, belonging to V. V. Veera Velan ..	0·26
Kottai, dry, belonging to K. Muthusami Velan ..	0·08
Kottai, dry, belonging to V Veera Velan ..	0·57
Kottai, dry, belonging to K. Veera Velan ..	0·05
Kottai, dry, belonging to V. Veera Velan ..	0·09
Kottai, dry, belonging to K Veera Velan ..	0·32
Kottai, dry, belonging to V. Veera Velan ..	0 06
Kottai, dry, belonging to K. V. Alagappa Velan ..	0 26
Kottai, dry, belonging to P. Chinna Velan ..	0·02
Kottai, dry, belonging to Gramamudiyans ..	0·98
Total ..	6·42

Neduvasal zamin—Karambiyam village.

Kandiyanpatti, dry, belonging to R. Parimana Kodumbaran	0·82
Kandiyanpati, dry, belonging to V. Rengan Kodumbaran	0·04
Kandiyanpati, dry, belonging to Nallammal guardian to Arumachalam	0·30
Kandiyanpati, dry, belonging to M. Vellasami Kodumbaran	0·20
Kandiyanpatti, dry, belonging to M. Vellasami Kodumbaran	0·50
Kothankollai, dry, belonging to P. Ayyakannu Vandayan	0·60
Kuthankollai, dry, belonging to P. Ayyakannu Vandayan	0·60
Solladi dry, belonging to Kannu Thangondan ..	0 03
Solladi, dry, belonging to M Vythilinga Thangondan.	0 04
Poothupati, dry, belonging to Gangayammal ..	0·08
Poothupati, dry, belonging to Vythilinga Kodumbaran	0·03
Solladi dry, belonging to P. Ponnusami Mudaliar..	0·72
Pilavadi, dry belonging to P. Vythilinga Mudaliar	0·07
Solladi, dry, belonging to P. Ponnusami Mudaliar..	0 07
Pilavadi, dry, belonging to P. Vythilinga Mudaliar.	0 05
Pilavadi, dry, belonging to P Ponnusami Mudaliar.	0 42
Anaikkamasai, dry, belonging to K. Velayuda Mudaliyar	0·05
Anaikkamasai, dry, belonging to R. Thanakodi Mudaliyar	0·45
Anaikkamasai, dry, belonging to T Palani Mudaliyar	0·18
Anaikkamasai, dry, belonging to R. Thanakodi Mudaliyar	0 03
Anaikkamasai, dry, belonging to T Palani Mudaliyar	0·32
Anaikkamasai, dry, belonging to T Appusami Mudaliyar	0 11
Veeradi, dry, belonging to Vadivela Vandyan ..	0·02
Veeradi, dry, belonging to M. Annamanthu Vandayan	0·68
Vaduganthandi, dry, belonging to Palani Vandayan.	1·28
Total ..	6 46

KOTE.—Mulvaramdar, Vijia Ragunada Thiruvengada Pannikondar, Zamindar. Olkidar, K. Nallapiriyan Kaliyaran.

Inam Sandankudu village.

Mirattiyan, kollai, dry, belonging to Kamatchi Nayuda	5·60
Kallamamandai, dry, belonging to Muthusami Odayan	0·41

	Approximate extent.
	acs.
Kulisamankoil, dry, belonging to Sadaya Odayan..	0·35
Kulisamankoil, dry, belonging to Perumal Odayan .	2·05
Kulathiravelli, dry, belonging to Govinda Rajalu Nayudu	1 51
Panaiyadivettikadu, dry, belonging to Moruda Odayan	0·16
Kulathiravelli, dry, belonging to Venugopala Nayudu	0·60
Panaiyadivettikadu, dry, belonging to Subbarayulu Nayudu	2·90
Panaiyanivettikadu, dry, belonging to Venugopala Nayudu	2·90
Panaiyadivettikadu, dry, belonging to Rajagopala Nayudu	0·08
Aladivettikadu, dry, belonging to Balakrishna Nayudu	0·02
Vettikadu, dry, belonging to V. Rajagopala Nayudu,	0·04
Vettikadu, dry, belonging to Venugopala Nayudu ..	0 58
Vettikadu, dry, belonging to minor Doraiswami by guardian Minakshi	0 25
Vettikadu, dry, belonging to Venugopala Nayudu ..	0 56
Vettikadu, dry, belonging to minor Doraiswami by guardian Minakshi	0 54
Vettikadu, dry, belonging to Govindarajulu Nayudu	0·68
Pavalibi kollai, dry, belonging to Venugopala Nayudu	0·88
Pavanthu kollai, dry, belonging to V. Rajagopala Nayudu	0·12
	0 85
Total	17 45

Inam Palamutti village.

Ichayadi, dry, belonging to Mari Konan ..	0 89
Ichayadi, dry, belonging to Pena Konan ..	0·03
Ichayadi, dry, belonging to Kari Konan	0·23
Ichayadi, dry, belonging to Govinda Konan ..	0·10
Ichayadi, dry, belonging to Kali Konan	0·28
Ichayadi, dry, belonging to N. Rama Konan ..	0 47
Pappan kollai, dry, belonging to Kulandaya Konan	0 03
Ichayadi, dry, belonging to N. Rama Konan ..	0·20
Pappan kollai, dry, belonging to Kulandaya Konan	0·11
Ichayadi, dry, belonging to Govinda Konan ..	0 20
Pappan kollai, dry, belonging to Vadamalai Konan ..	0 46
Ichayadi, dry, belonging to Kari Konan and Mari Konan	0·92
Pappan kollai, dry, belonging to Kali Konan ..	0 21
Pappan kollai, dry, belonging to K. Govinda Konan	0·16
Pappan kollai, dry, belonging to P. Meyyan Konan ..	0·20
Pappan kollai, dry, belonging to N. Rama Konan ..	0 16
Pappan kollai, dry, belonging to K Rama Konan ..	0·06
Pappan kollai, dry, belonging to P. Meyyan Konan	0·06
Pappan kollai, dry, belonging to M. Pichai Konan.	0 80
Kurumban kollai, dry, belonging to Ranga Konan.	0 05
Kurumban kollai, dry, belonging to Kulandaya Konan	0 05
Kurumban kollai, dry, belonging to N. Ranga Konan.	0 68
Kurumban kollai, dry, belonging to M. Pichai Konan	0·05
Pappan kollai, dry, belonging to Mari Konan ..	0 09
Pappan kollai, dry, belonging to Arumugha Konan	0·02
Kurumban kollai, dry, belonging to Rama Konan ..	0·35
Kurumban kollai, dry, belonging to Rama Konan ..	0·19
Kurumban kollai, dry, belonging to K. Meyya Konan	0 40
Kurumban kollai, dry, belonging to K. Kulandavelu Konan	1 80
Kurumban kollai dry, belonging to M. Pichai Konan.	0 35
Nandi, Raman, dry, belonging to Kanayya ..	1 05
Nandi, Raman dry, belonging to N. Rama Konan..	0·23
Nandi, Raman, dry, belonging to Kari Konan ..	0·62
Nandi, Raman, dry, belonging to N. Rama Konan..	0 62
Nandi, Raman, dry, belonging to Kari Konan ..	0·72
Nandi, Raman, belonging to Jagannatha Konan ..	0 05
Thaikal, vettikadu, dry, belonging to Amirtham ..	0·72
Thaikal, vettikadu, dry, belonging to K. Sami Konan	0 74
Thallan, vettikadu, dry, belonging to M. Pichi Kodan	1·65
Ambattan manyam, dry, belonging to Vadamalai Konan	0·28
Ambattan maniyam, dry, belonging to K. Muthuswami Konan	0 20
Ambattan maniyam, dry, belonging to K. Muthaswami Konan	0 20

	Approximate extent.
	acs.
Ambattan maniyam, dry, belonging to Chinnammal.	0·05
Ambattan maniyam, dry, belonging to Vadamalai Konan	0·25
Ambattan maniyam, dry, belonging to K. Muthuswami Konan	0 45
Ambattan maniyam, dry, belonging to K. Muthaswami Konan	0 80
Ambattan maniyam, dry, belonging to Valliammal ..	0 05
Thalan, vettikadu, dry, belonging to Pichai Konan.	0 02
Ambattan maniyam, dry, belonging to Chinnammal.	0 84
Ambattan maniyam, dry, belonging to V. Gopalan ..	0 16
Moaka Velan vettikadu, dry, belonging to Sadaya Odayan	0·15
Moaka Velan vettikadu, dry, belonging to Kotta Odayan	0·65
Moaka Velan vettikadu, dry, belonging to minor Kulandavelu by guardian Kalammal	0·79
Moaka Velan vettikadu, dry, belonging to Katta Odayan	0·15
Moaka Velan vettikadu, dry, belonging to Sadaya Odayan	0 50
Moaka Velan vettikadu, wet, belonging to minor Kulandavelu by guardian Kalammal	0 36
Moaka Velan vettikadu, wet, belonging to Vellaya Konan	3·25
Moaka Velan vettikadu, dry, belonging to Katta Odayan	0 02
Moaka Velan vettikadu, dry, belonging to Sadaya Odayan	0·07
Moaka Velan vettikadu, dry, belonging to minor Kulandavelu by guardian Kalammal	0 01
Moaka Velan vettikadu, wet, belonging to minor Kulandavelu by guardian Kalammal	0·26
Moaka Velan vettikadu, wet, belonging to Vellaya Konan	0·18
Kalyani vettikadu, wet, belonging to Vadamalai Konan	0·95
Kalyani vettikadu, dry, belonging to Vadamalai Konan	0 42
Kalyani vettikadu, dry, belonging to Sambi Odayan	0·84
Kalyani vettikadu, wet, belonging to Muthaswami Odayan	0 16
Kalyani vettikadu, dry, belonging to Muthaswami Odayan	0·25
Kalyani vettikadu, wet, belonging to Chinna Odaiyan	0 10
Kalyani vettikadu, wet, belonging to Pachamuthu Odayan	0 16
Kalyani vettikadu, dry, belonging to Muthaswami Odayan	0 16
Kalyani vettikadu, dry, belonging to Pachamuthu Odayan	0 53
Kalyani vettikadu, dry, belonging to Vadamalai Konan	0 04
Kaliyani vettikadu, dry, belonging to Sebe Odayan.	0·05
Kaliyani vettikadu, dry, belonging to Muthaswami Odayan	0·60
Total ..	28 69

Nóte.—Malvattandars, Sebbe Ayyar and Swaminatha Ayyar.

Inam Aladikkumulai village.

Vambal, wet, belonging to Venugopala Nayudu ..	0 10
Vambal, wet, belonging to Sundara Nayudu	0 28
Vambal, dry, belonging to Venugopala Nayudu ..	0·10
Vambal, dry, belonging to Sundara Nayudu	0 28
Total ..	0·86

Fort St. George, August 29, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 33·11 acres, be the same a little more or less, is needed for a public purpose, to wit, for Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. II, Cauvery Mettur Project, Bhavani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, No. II Cauvery-Mettur Project, Bhavani, and may be inspected at any time during office hours.

Coimbatore district, Bhavani taluk, Samballi village.

	Acs.
Government, dry, S No 681 B, belonging to Arunachala Kavundan, bounded on the north and east by No. 681 A; south by No 606, west by No. 681 A	0·43
Government, dry, S No 607 A, belonging to Sonna Perumal Kavundan, Palania Kavundan, Velappa Kavundan, Sengoda Kavundan, Palani Kavundan and Rama Kavundan, bounded on the north by No. 681 A, east by No 607 D, south by Nos. 607 B & C and 610 A, west by Melakadu village	3·90
Government, dry, S. No. 607 B, belonging to Sonna Perumal Kavundan, Palania Kavundan, Velappa Kavundan, Sengoda Kavundan, Palani Kavundan and Rama Kavundan bounded on the north, east and south by No. 607 A; west by Melakadu village	1·65
Government, dry, S. No. 607 C, belonging to Sonna Perumal Kavundan, Palania Kavundan, Velappa Kavundan, Sengoda Kavundan, Palani Kavundan and Rama Kavundan, bounded on the north and east by No 607 A; south by No. 610 A; west by Melakadu village	6·56
Government, dry, S. No. 607 D, belonging to Sonna Perumal Kavundan, Palania Kavundan, Velappa Kavundan, Sengodi Kavundan, Palani Kavundan and Rama Kavundan bounded on the north by No. 681 A; east by Nos. 607 E, 608 and 609; south by No 610 A; west by Melakadu village ..	2 07
Government, dry, S No 607 E, belonging to Sonna Perumal Kavundan, Palania Kavundan, Velappa Kavundan, Sengoda Kavundan, Palani Kavundan and Rama Kavundan, bounded on the north and east by Nos. 606, south and west by No. 607 D	0 69
Government, dry, S. No. 608, belonging to Arunachala Kavundan, mortgagee Kandappa Chettiyaru, bounded on the north by No. 681 B east by Nos 681 B and 609, south by Nos. 607 D & E and 609, west by No. 607 D	2 33
Government, dry, S. No. 609, belonging to Arumugha Kavundan, bounded on the north by No 608, east by No 612 A; south by No 610 A; west by No. 607 D	0 91
Government, dry, S. No. 612 A, belonging to Muthu Kavundan, bounded on the north by Melakadu village; east by Nos. 611 A and 613; south by No. 612 B; west by Melakadu village ..	1 52
Government dry, S. No. 612 B, belonging to Palani Kavundan, bounded on the north by No. 612 A, east by Nos. 613; south and west by Melakadu village	1 74
Government, dry, S No 613, belonging to Karappa Kavundan, bounded on the north by No. 611 A & B, east by No 614, south by Melakadu; west by No 612 A & B	0 17
Government, dry, S. No. 622 A, belonging to A. Veerappa Kavundan mortgagee Kuppi Reddi, bounded on the north by No 681 A, east by No. 622 B; south by No. 623; west by No 621 ..	2 40
Government, dry, S. No. 622 G, belonging to Kaliappa Kavundan, Sennathatchi, minors Kaliappan and Sinnakanja, guardian mother Pavayee Veerappa Kavundan, bounded on the north by No 681 A, east by No 624; south by No. 623; west by No. 622 A	1·62
Government, dry, S No 623, belonging to minor Ponnayyan alias Satya Reddi, guardian mother Sinnakkal bounded on the north by No 622 A & B; east by No 624; south by Melakadu village; west by No 621	3 10
Government, dry, S No. 624, belonging to minor Ponnayyan alias Satya Reddi, guardian mother Sinnakkal bounded on the north by Nos. 681 A and 626 B; east by Nos 625 and 626, south by Melakadu village; west by Nos 622 B and 623 ..	6 06
Inam, dry, S No. 625, belonging to minor Kaliyappan, guardian mother Veerammal, bounded on the north by No 621 and 624, east and south by Melakadu village; west by No 621 ..	1 85
Government, dry, S No 626, belonging to same as S No 623, bounded on the north by Nos. 627 and 626 B; east by No 627; south by Melakadu village No. 5, west by No. 624	1 35
Government, dry, S No. 627, belonging to Kavandappa Kavundan, Angayammal, Sonnappa Reddi and Gangi Reddi, bounded on the north by No. 626 C & D; east by No 626 E, south by Melakadu village; west by Nos 626 and 624 B ..	3 17
Government dry, S. No 626 B belonging to same as S No 623, bounded on the north by No 626 A, east by Nos. 627 and 626 C; south by Nos. 624 and 626; west by No 624	0·56

	Acs.
Government, dry, S No 626 C, belonging to Kavandappa Kavundan and Angayiammal, bounded on the north and east by No 626 A; south by No. 627; west by No. 626 B	0 09
Government, dry, S No. 626 D, belonging to Kavandappa Kovundan and Angayammal, bounded on the north by No 626 A; east by No. 626 E; south by No 627; west by No. 626 A	0·41
Government, dry, S No 626 E belonging to P. Sinnappa Reddi and P. Gangi Reddi, bounded on the north by No 681 A; east by No 629 A; south by Melakadu village; west by Nos 627 and 626 D	1·47
Government, dry, S No. 629 A, belonging to P. Sinnappa Reddi and P. Gangi Reddi, bounded on the north by No 681 A; east by No. 629 B; south by Melakadu village, west by No 626 E ..	6·33
Government, dry, S No 629 B belonging to A. Parangothi Pillai, mortgagee Rangaswami Pillai, Venkatachalam Pillai, minor Lotchmanarayana Ayyangar with Rukmanimmal as guardian and Nataraja Ayyangar as agent, bounded on the north by Nos 629 B and 681 A; east by Nos, 632 A and 634; south by No 630 and Melakadu village, west by No. 629 A	10 53
Government, dry, S. No 632, belonging to A. Parangothi Pillai, bounded on the north by No. 629 B; east by No. 632 A, south by No 631 A; west by Melakadu village	1·75
Government, dry, S. No. 631 A, enjoyer S. Visvanatha Ayyar, pujtadar S Venkatesa Ayyar, bounded on the north by No, 636; east by No. 632 A; south by No. 631 B; west by Melakadu village	4 00
Government, dry, S. No. 632 A, belonging to same as S No 629 B, bounded on the north by No 629 B and 634, east by No. 633; south by No 632 B; west by Nos 626 and 631 A	0·40
Government, dry, S. No 630 A, belonging to Vana Kavundan, bounded on the north by Nos 312 and 313, east by Nos 303 A & B; south by No 635 B & C; west by Nos. 633 and 634 ..	7·80
Total ..	60 11

Fort St George, August 23, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 4·96 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No I, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. Under sub-section (1) of section 17 of the Act, the Governor in Council further directs that the possession of the land may be taken on the expiration of fifteen days from the publication of the notice mentioned in section 9 (1) of the Act. A plan of the land is kept in the office of the Special Deputy Collector, No. I, Tanjore, and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk, No. 11, Indalur village.

	Acs.
Wet, No 82-1 E, belonging to Ranganwami Odayan, bounded on the north by No. 82-4 E; east by No 82-2; south by Nos 86 A-2 and 82-2, west by No 82-1 A	0 46
Dry, No 82-2, belonging to Ranganwami Odayan, bounded on the north by No 82-1 B, 4 B & 3, east by No 82-3 & 4 E, south by No, 86 A-2, west by Nos. 82-1 B and 86 A-2	0·39
Wet, No. 82-3, belonging to Ranganwami Odayan, bounded on the north and east by No. 82-4 E; south and west by No 82-2	0 02
Wet, No 82-4 E, belonging to Kanakachai Madhaiyar, bounded on the north by No. 81, east by Nos 81 and 82-4 C; south by Nos 82-1 E, 2, 3, 4 C and 86 A-2; west by No 82-4 A	0 33
Personal, Inam wet, No. 86 A-2, belonging to Ranganwami Odayan, bounded on the north by Nos 82 1 B, 2 & 4 B, east by No 84 A-2; south by Nos 323 and 321, west by No. 85 A-1 ..	1·84

	Acs.
Punjai, cultn, wet, No. 86 E-2, belonging to Rangaswami Odayan, bounded on the north by No 323, east by Nos. 191 E and 121 A, south by No 116, west by No. 86 E-1	1·62
Wet, No. 82-1 A, belonging to Rangaswami Odayan, bounded on the north by No. 82-4 A, east by No. 82-1 B; south by No. 86 A-1, west by No. 85 ..	3 07
Total ..	4 69

Fort St. George, September 1, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 0·73 acre, be the same a little more or less, is needed for a public purpose, to wit, for the formation of Muvanallur channel, Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Mannargudi, No. II at Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Mannargudi, No II at Tanjore, and may be inspected at any time during office hours.

Tanjore district, Mannargudi taluk,
No. 2. Vadavar Vadapathi village.

	Acres.
Government, dry, temporary subdivision No 206 A-13 B, belonging to 448. Vadivala Sendapiriyan, bounded on the north by No. 206 A-13 A, east by No. 206 A-14 B; south by No. 206 A-16 A, west by No. 206 A-9	0·24
Government, dry, temporary subdivision No. 189-2 A, belonging to 681. Swaminada Pallavarayan, enjoyer Swaminada Pillai, bounded on the north by Nos. 191-13 E & 12 E, east by No 189-3 D & 2 C; south by No. 189-2 B; west by No 189 1 A ..	0·38
Government, dry, temporary subdivision No 189-2 C, belonging to 681. Swaminada Pallavarayan, enjoyer Swaminada Pillai, bounded on the north by No. 189 2 A; east by No 189-3 B; south by No 189-2 B; west by No 189 2 A	0 02
Government, dry, temporary subdivision No 206 A-14 B, belonging to 966 Ayyava Pallavarayan, enjoyer Ayyavu Pallavarayan and Narayana Pallavarayan, bounded on the north by No 206 A-14 A, east by No. 206 B-15 B, south by No. 206 A-16 A; west by No 206 A-13 B ..	0 08
Government, dry, temporary subdivision No 206 A-16 B, belonging to 428 Narayana Pallavarayan, enjoyer Narayana Pallavarayan and Ayyava Pallavarayan, bounded on the north by No 206 A-15 A, east by No 206 A-12 B, south by No 206 A-18 A; west by No. 206 A-16 B ..	0 06
Total ..	0·73

Fort St. George, August 27, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 204·15 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. I, Bhavani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. I, Bhavani, and may be inspected at any time during office hours.

Coimbatore district, Bhavani taluk,
Mulakkada village.

	Acs.
Inam, dry, S. No. 242, belonging to present Dharmakartha Sennakrishna Ayyar, bounded on the north by Nos. 243 A and 213 B, east by No 241; south by No. 249 Samballi	13·16
Ryotwari, S No. 243 A, belonging to Kalia Ayyar and Gangi Reddi, bounded on the north and east by No. 243 B; south by Nos. 242 and 249; west by Nos. 244 and 250	1·20

	Acs.
Ryotwari, S No 243 B, belonging to Venkatarama Reddi, Thamma Reddi, Rami Reddi and Chennappa Reddi (mortgagee), bounded on the north by Nos. 244, 248 and 247, east by No. 252, south by Nos. 241 and 242, west by Nos 213 A and 253 ..	18 01
Ryotwari, S No 244, belonging to minors Nallappa Reddi and Junkama Reddi by guardian mother Akkamma, bounded on the north by No 379; east by Nos 381 and 382, south by No. 243 B; west by Nos 245 and 379	4·75
Ryotwari, S No. 245, belonging to Sinnappa Reddi, bounded on the north by No. 247, east by No. 378, south by Nos 245 and 378; west by No. 248.	3 95
Ryotwari S No 247 belonging to (1) minor Muniya Kavandan by guardian mother Muthuyammal, (2) Rama Kavandan, (3) Ellamma, (4) Thamma Reddi, (5) Rami Reddi (6) Venkatarama Reddi, (7) Ellamma Reddi, (8) Chinn Ramaswami Reddi (3) to (8) mortgagees, bounded on the north by No. 377; east by No 378; south by No. 244; west by No. 246	7·18
Ryotwari, S No. 249, belonging to Bodi Reddi and Mechari Chetti (mortgagee), bounded on the north by No 250 E; east by No 248, south by Nos 254 and 256 C, west by Nos 251 A, 252, 253 C and 253 D	5·30
Ryotwari, S. No 250 A, belonging to Parattya Chetti, bounded on the north by No 385; east by No. 250 C; south by No 250 B; west by No. 386.	1·12
Ryotwari, S No. 250 B, belonging to Parattya Chetti, bounded on the north by Nos 250 A and 250 C; east by No 250 C; south by No 251 B; west by No 386	1·81
Ryotwari, S. No. 250 C, belonging to Bodi Reddi and Mechari Chetti (mortgagee), bounded on the north by Nos 385 and 379, east by No 377; south by Nos 251 B and 250 D, west by Nos 250 A and 250 B	2 03
Ryotwari, S. No. 250 D, belonging to Parattya Chetti, bounded on the north by No. 250 C, east by No. 377, south by No. 250 E, west by No. 251 E	0·40
Ryotwari, S. No. 250 E, belonging to Parattya Chetti, bounded on the north by No 250 D, east by No 377; south by No. 249; west by Nos 251 A and 251 E	0·43
Ryotwari, S No 251 A, belonging to Muniya Kavandan and Vayyapuri Kavandan, bounded on the north by No 251 B, east by Nos. 250 E and 249; south by No. 252; west by Nos. 251 C and 386	4 10
Ryotwari, S No. 251 B belonging to S. Rama Kavandan, S Muniya Kavandan and S Vayyapuri Kavandan, bounded on the south by Nos. 250 B, 250 C and 386, east by Nos 251 D and 250 E, south by No. 251 A; west by No 386 ..	2·18
Ryotwari, S No. 251 C, belonging to S Rama Kavandan, S. Muniya Kavandan and S. Vayyapuri Kavandan, bounded on the north by Nos. 251, 385 and 386, east by No. 251 A; south by No. 252; west by No 278	6 72
Ryotwari, S No 252, belonging to Palam Kavandan, bounded on the north by Nos 251 A and 251 C, east by No 249; south by Nos. 253 A and 253 C; west by No 278	4 81
Ryotwari S No 253 A, belonging to Bodi Reddi and Mechari Chetti (mortgagee), bounded on the north by No 252, east by No. 253 C, south by No 253 E, west by No 278	4·92
Ryotwari, S. No 253 B, belonging to Parattya Chetti, bounded on the north by No. 253 A; east by No. 253 D, south by No 251, west by No 278	2·71
Ryotwari, S. No 253 C, belonging to Parattya Chetti, bounded on the north by No 252; east by No. 249, south by No 253 D; west by No 253 A.	1·15
Ryotwari, S No 253 D, belonging to Bodi Reddi and Mechari Chetti (mortgagee), bounded on the north by No 253 C, east by No 249, south by No 254, west by No. 253 E	1 11
Ryotwari, S No 254, belonging to Ellama Reddi, Thamma Reddi and Nagi Reddi, bounded on the north by Nos 219, 253 B and 253 D; east by No. 253 C, south by Nos 255 B, 256 C and 240; west by Nos. 280 and 278	5 83
Ryotwari S No. 255 B, belonging to Rama Kavandan, Valliyammal, Nanjappa Chetti, Muli Chetti, Punniappa Chetti and Vayyapuri Kavandan, bounded on the north by No 255; east by No. 256 B, south by No 277, west by No. 278 .	3 25
Ryotwari, S. No 256 D, belonging to Nallappa Reddi, Jangal Reddi, Thimma Reddi (mortgagee) and Lakshmiayee Ammal bounded on the north by Nos. 256 and 251, east by No 253 C; south by No. 257, west by Nos. 258 A and 277	4·73

	ACS.
Ryotwari, S. No 240 C, belonging to Kalleyyan, Manya Kavandan and Rama Kavandan (cultivator), bounded on the north by Nos. 254 and 249; east by No 248, south by No. 247; west by No. 256 B	0·07
Inam, S. No. 258, belonging to S Kallayyar, T Thamal Reddi, minors Pichae and Narayanan by guardian father Periyaswami Ayyar and Rama Kavandan (cultivator), bounded on the north by No 257, east by No 259; south by No 261-A, west by No 248	0·05
Ryotwari, S No 260, belonging to Periyaswami, Jangama Reddi, Gangi Reddi and Sengada Kavandan (cultivator), bounded on the north by No 247, east by Nos. 248 A and 249 B, south by No 260, west by No 258	0·01
Ryotwari, S. No. 260, belonging to Sinnappa Reddi, bounded on the north by No 258, east by Nos. 242 and 243 A, south by Samballi, west by Nos. 261 E, 262 G and 264 A & B	0 82
Ryotwari, S No 261 A, belonging to minors Nallappa Reddi and Jangama Reddi by guardian mother Akkamma, bounded on the north by Nos. 253 and 261 B; east by Nos. 261 B, south by No 261 C, west by No. 258	2 15
Ryotwari, S No 261 B, belonging to Moppi Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by No. 258; east by No 261 D, south by Nos. 261 D; west by Nos. 261 A and 261 C	1·00
Ryotwari S No. 261 C, belonging to minor Sinnappa Reddi by guardian mother Thimmakkal, bounded on the north by No 261 A; east by No 261 B; south by No. 262 A & C; west by No 258 ..	1 01
Ryotwari, S. No 261 D, belonging to minors Nallappa Reddi and Jangama Reddi by guardian mother Akkamma, bounded on the north by No. 258; east by No. 261 E, south by No. 262 F, west by No 261 B	0 53
Ryotwari, S No 261 E, belonging to minor Sinnappa Reddi by guardian mother Thimmakkal, bounded on the north by No. 258; east by Nos 259 and 260; south by No 262 G; west by No. 261 D	0 61
Ryotwari, S No. 262 A, belonging to minor Sinnappa Reddi by guardian mother Thimmakkal, bounded on the north by No 261 C; east by No. 263 C; south by No 262 B; west by No 263	0·43
Ryotwari, S No. 262 B, belonging to Moppi Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator), Thamma Reddi (mortgagee), bounded on the north by No 262 A, east by Nos. 262 D and 262 E, south by Nos. 263 and 264 A; west by No 265	0 70
Ryotwari S No 262 C, belonging to Moppi Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator), Thamma Reddi (mortgagee), bounded on the north by No. 261 C, east and south by No. 262 D; west by No 267 A	0·05
Ryotwari, S No. 262 D, belonging to minors Nallappa Reddi and Jangama Reddi by guardian mother Akkamma, bounded on the north by Nos. 261 E and 261 C, east by No 261 F; south by Nos. 262 E and 264 B., west by No. 262 B	1·08
Ryotwari S, No 262 E, belonging to minor Sinnappa Reddi by guardian mother Thimmakkal, bounded on the north and east by No 262 D; south by No. 264 A, west by No 262 B	0 64
Ryotwari, S No 262 F, belonging to minor Sinnappa Reddi by guardian mother Thimmakkal, bounded on the north by No. 261 D; east by No. 262 C, south by No. 264 B; west by No 262 D.	0 61
Ryotwari, S No 262 G, belonging to Moppi Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by No. 261 E, east by No. 260; south by No. 264 B, west by No 262 F	0 73
Ryotwari, S No. 264 A, belonging to Jangal Reddi, bounded on the north by Nos. 262 B, 262 E, 264 B and 263; east by No. 260 Samballi; south by No. 261 C; west by Nos. 263 and 268	3·24
Ryotwari, S No 264 B, belonging to Jangal Reddi, Gurava Reddi, Kanji Reddi, minors Nallappa Reddi and Kondi Reddi by guardian mother Kullamma and minor Gangi Reddi by guardian mother Nagamma, bounded on the north by Nos. 262 D, 262 F and 262 G, east by No. 260; south and west by No. 264 A	2 15
Ryotwari, S. No 264 C, belonging to Jangal Reddi, Gurava Reddi, Kanji Reddi, minors Nallappa Reddi, and Kondi Reddi by guardian mother Kullamma and minor Gangi Reddi by guardian mother Nagamma, bounded on the north No 264 A; east by Samballi; south by Nos. 265 B and 264 D; west by No 268	2 53
Ryotwari, S No 264 D, belonging to Jangal Reddi, bounded on the north by No 264 C, east by Samballi, south by Nos 265 B and 266 C, west by No. 264 C	0·36
Ryotwari, S No 265 A, belonging to Sangi Reddi, (patudar), Sangi Reddi alias Karuppa Reddi, Gangi Reddi and Sengada Kavandan (mortgagee), bounded on the north, east and south by No. 265 B, west by No 268	1 93
Ryotwari, S No 265 B, belonging to Sangi Reddi, (patudar), Sangi Reddi alias Karuppa Reddi, Gangi Reddi and Sengada Kavandan (mortgagee), bounded on the north by Nos. 264 C and 264 D; east by No 266 C; south by Nos 267 and 268; west by Nos 265 A and 268	1 59
Ryotwari, S No. 266 C, belonging to Sangi Reddi, (patudar), Sangi Reddi alias Karuppa Reddi, Gangi Reddi and Sengada Kavandan (mortgagee), bounded on the north by No. 264 D; east by Samballi; south by No. 266 A; west by No 265 B	2 35
Ryotwari, S. No 266 A, belonging to Jangal Reddi, bounded on the north by No. 266 C; east by Samballi; south by No 266 B, west by No 267	1 66
Ryotwari, S. No. 266 B, belonging to Gangamma, bounded on the north by No 264 A; east by Samballi, south by No. 266 C; west by Samballi.	2·40
Ryotwari, S No. 266 C, belonging to Jangal Reddi, bounded on the north by No 266 B; east, south and west by Samballi	2 10
Ryotwari S No 269, belonging to Sinna Reddi and Muthuswami Pillai (mortgagee), bounded on the north by No 272; east by No. 268; south by Samballi, west by Nos. 270 and 272	2 82
Ryotwari, S No 270, belonging to Kuppana Kavandan, Kali Kavandan, Athanna Kavandan, Kantha Kavandan and Rama Kavandan, bounded on the north by No. 271, east by No 269, south by Samballi and No 268; west by No 267 ..	2 84
Ryotwari, S No 271, belonging to Kuppana Kavandan, Kali Kavandan, Athanna Kavandan, Kantha Kavandan and Rama Kavandan, bounded on the north by No 273 B; east by Nos. 272 and 269, south by No 270, west by Nos 274 and 267.	3 88
Ryotwari, S No 272, belonging to Sinna Reddi and Muthuswami Pillai (mortgagee), bounded on the north by No. 273 B; east by No. 268, south by No. 269, west by No 271	6 05
Ryotwari S No 273 A, belonging to Jangal Reddi, Gurava Reddi, Kanji Reddi, minors Nallappa Reddi and Kondi Reddi by guardian mother Kullamma and minor Gangi Reddi by guardian mother Nagamma, bounded on the north by Nos. 273 B and 276 E; east by No. 268, south by No. 273 B, west by No 276 D-2	6 46
Ryotwari, S. No. 273 B, belonging to Jangal Reddi, bounded on the north by No 273 A; east by No 268, south by Nos. 271 and 272; west by Nos. 274 and 276 D 2	7·03
Ryotwari S No. 274, belonging to Moppi Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by No. 275 D-2, east by Nos 271 and 273 B, south by No 267, west by No. 282	0 64
Ryotwari, S. No 276 B, belonging to Moppa Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minors Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator and Thamma Reddi (mortgagee), bounded on the north by No. 275 A, east by Nos 275 D-1 and 281 A; south by No. 275 C, west by No 293	1·27
Ryotwari, S. No 276 C, belonging to Moppi Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by No. 276 B; east by Nos. 275 D-1; south by No. 276 D 2; west by No. 293	1 12
Ryotwari, S No. 275 E, belonging to Moppa Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by No. 276 C; east and south by No 276 D, west by No. 275 D-1	0·84.

	Acs.
Ryotwari, S. No. 276 A, belonging to Muppa Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by Nos. 276 D-1, 280 and 281 C; east by No. 276, south by No. 276 B, west by No. 275 D-1	1·37
Ryotwari, S. No. 276 B, belonging to Thava Reddi, Ganga Reddi, Jangama Reddi and minor Sinna Reddi by guardian mother Thimmakkal, bounded on the north by No. 276 A; east by No. 279, south by No. 276 C; west by No. 276 D-1 ..	1·14
Ryotwari, S. No. 276 C, belonging to minor Nallappa Reddi and Jangama Reddi by guardian mother Akkamma, bounded on the north by Nos. 276 B and 279; east by Nos. 277 and 278; south by Nos. 276 D, 276 E and 275 E, west by No. 276 D-1 ..	3·83
Ryotwari, S. No. 276 D, belonging to Muppi Reddi, Rami Reddi Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by No. 276 C, east by Nos. 276 C and 276 E, south by No. 275 A, west by No. 276 D	2·91
Ryotwari, S. No. 276 E, belonging to Rami Reddi, Thava Reddi, Ganga Reddi, Jangama Reddi and minor Sinna Reddi guardian mother Thimmakkal, bounded on the north by Nos. 276 C and 276 D; east by No. 278, south by No. 275 A, west by No. 276 D	2·34
Ryotwari, S. No. 281 A, belonging to Sinna Reddi, Thava Reddi Ganga Reddi, Jangama Reddi and minor Sinna Reddi guardian mother Thimmakkal, bounded on the north by No. 282 C, east by No. 281 B; south by No. 275 D-1; west by Nos. 276 A and 275 B	0·95
Ryotwari, S. No. 281 B, belonging to minor Nallappa Reddi and Jangama Reddi by guardian mother Akkamma, bounded on the north by No. 282 C; east by No. 290, south by No. 281 C and A 275 D 1; west by No. 281 A	0·62
Ryotwari, S. No. 281 C, belonging to Muppi Reddi, Rami Reddi, Jangama Reddi, Nallappa Reddi, minor Thava Reddi by guardian mother Ellamma, Kullamma, Jangal Reddi (cultivator) and Thamma Reddi (mortgagee), bounded on the north by No. 281 B; east by No. 290; south by No. 275 A; west by No. 276 D-1	1·25
Ryotwari, S. No. 283, belonging to Thava Reddi, Ganga Reddi Muniya Kavandan, Pamma Kavandan, Samvaraya Reddi, Palani Kavandan, Jangal Reddi, Ramanna Kavandan, Athiyamma, Nallayamma, Palani Kavandan and Naga Reddi (mortgagee), bounded on the north by No. 285, east by No. 278; south by Nos. 278 A and 279, west by Nos. 281 B 281 C, 284 A, 282 B and 282 C	8·25
Ryotwari, S. No. 289, belonging to Muniya Kavandan and Vayyapuri Kavandan, bounded on the north by No. 290; east by No. 278, south by Nos. 280 and 282 A; west by Nos. 281 A and 284 B ..	5·69
Total ..	201·16

Fort St. George, August 29, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 165·01 acres, be the same a little more or less, are needed for a public purpose, to wit, for Cauvery Mettur Project; and under sections 3 and 7 of the same Act, the Special Deputy Collector, No. II, Cauvery Mettur Project, Bhawani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, No. II, Cauvery-Mettur Project, Bhawani, and may be inspected at any time during office hours.

Coimbatore district, Bhawani taluk, Samballi village.

	Acs.
Ryotwari, dry, S. No. 361 A, belonging to Dasa Kavandan, mortgagee Sinnappa Kavandan, bounded on the north by No. 363, east by No. 361 A; south by No. 361 B, west by No. 362.	1·91
Ryotwari, dry, S. No. 361 B, belonging to Sinnappa Kavandan, mortgagee Nachimuppa Kavandan, bounded on the north by No. 361 A; east by No. 361 A; south by No. 361 C; west by No. 362 ..	1·70
Ryotwari, dry, S. No. 361 C, belonging to Ammasai Kavandan, mortgagee Sinnappa Kavandan, bounded on the north by No. 361 E, east by No. 361 A; south by Nos. 359 and 360; west by No. 362	2·21
Ryotwari, dry, S. No. 363, belonging to Venkatasa Ayyar, bounded on the north by No. 368, east by No. 361 A; south by Nos. 361 A and 362; west by No. 360 C-2	6·12
Ryotwari, dry, S. No. 365 A, belonging to S. Sinna Subba Ayyar, bounded on the north and east by No. 364 A; south by No. 366 B; west by Nos. 364 and 366	0·24
Ryotwari, dry, S. No. 366 B, belonging to S. Samier, bounded on the north by No. 365 A; east by No. 366 A; south by Nos. 363 and 361 A; west by No. 366	0·21
Inam, dry, S. No. 366, belonging to Sinna Subba Ayyar and Nagammal, mortgagee Nagappa Pillai, bounded on the north by Nos. 367 B and 368; east by No. 366 A & B; south by No. 363, west by No. 360 C-2	4·41
Ryotwari, dry, S. No. 367 A, belonging to S. Samier, bounded on the north and east by No. 368, south by No. 367 B; west by No. 365 ..	0·51
Ryotwari, dry, S. No. 367 B, belonging to S. Sinna Subba Ayyar, bounded on the north by No. 367 A; east by No. 366; south by No. 366, west by No. 365	0·66
Inam, dry, S. No. 368, belonging to Sinna Subba Ayyar and S. Samier mortgagee Nagappa Pillai, bounded on the north by No. 370; east by No. 361 A; south by Nos. 366 and 367 A; west by No. 360 C-2	8·63
Ryotwari, dry, S. No. 369 A, belonging to V. Angamma Pillai bounded on the north by No. 369 B; east by No. 360 C-2; south by No. 514; west by No. 513	8·99
Ryotwari, dry, S. No. 369 B, belonging to Ammasai Kavandan, mortgagee Sinnappa Kavandan, bounded on the north by S. No. 369 C-1; east by No. 369 C-2, south by No. 369 A; west by No. 511 ..	7·61
Ryotwari, dry, S. No. 370, belonging to V. Subba Rao and V. Srinivasa Rao, mortgagee Vyasarayachar, bounded on the north by No. 374; east by No. 371; south by No. 369 C-1, west by Nos. 471 and 472	2·31
Ryotwari, dry, S. No. 371, belonging to Nallya Kavandan, Sinnaswami and others Po nayenan and Ayannan, guardian mother Irusamma, bounded on the north by No. 374, east by No. 372; south by No. 369 C-1; west by No. 370	4·68
Ryotwari, dry, S F. No. 372, belonging to Irusa Kavandan Perumal Kavandan, Venkatadri Kavandan Sinna Lakshmanan Kavandan and Lakshmana Kavandan, bounded on the north by Nos. 374 and 373, east by No. 376 B; south by No. 369 C-1, west by No. 371	3·21
Ryotwari, dry, S F. No. 373, belonging to Pachayana Kavandan, Perumma Kavandan and Chamundi Kavandan, mortgagee Rama Joier, bounded on the north by No. 374 E, east by No. 376 B; south by No. 372; west by No. 374	2·43
Inam, dry, S. No. 374, belonging to Irusa Kavandan alias Kulandai, Perumal, Venkatadri and minor Sinna Lakshmanan, guardian mother Thayammal, bounded on the north by No. 376 A & C, east by No. 373; south by Nos. 376, 371 and 372; west by Nos. 376 A and 471	6·16
Ryotwari, dry, S. No. 375 A, belonging to Kuruppayammal bounded on the north by Nos. 152 and 467; east by No. 375 B & C, south by No. 374; west by No. 479	5·27
Ryotwari, dry S No. 375 B, belonging to Lakshmana Kavandan, mortgagees Venkatadri and Gunnandu Kavandan, bounded on the north by No. 432; east by 375 D, south by No. 375 C & E, west by No. 375 A	1·16
Inam, dry S. No. 375 C, belonging to Venkatadri Kavandan, mortgagee Venkatesa Ayyar, bounded on the north by No. 375 E; east by No. 376 E; south by No. 376; west by No. 376 A ..	1·01
Inam, dry S No. 375 D, belonging to Gurusadha Kavandan, mortgagee Kalavar, bounded on the north by No. 432, east by No. 376 A, south by No. 375 E, west by No. 375 B	1·09
Inam, dry, S No. 376 B, belonging to Andi Kavandan, bounded on the north by No. 375 B & C; east by No. 376 A, south by Nos. 370 and 376 B, west by No. 375 C	1·13
Inam, dry, S No. 376 A, belonging to S. Samier, bounded on the north by No. 432; east and south by No. 377; west by No. 474 B	5·57

	Acs.
Inam, dry, S No 376 E, belonging to Nagammal, bounded on the north by No. 376 F; east by No. 372 A; south by No. 369 C-1; west by Nos. 372 and 373	2·20
Inam, dry, S. No. 377, belonging to M S Kaliayer, bounded on the north by Nos. 432 and 381; east by Nos. 381 and 378; south by No. 369 C-2; west by No. 376 A & B	9·23
Inam, dry, S. No. 378, belonging to Viswanadha Ayyar, bounded on the north by No. 380 A; east by No. 381 A; south by No. 369; west by Nos. 369 C-2 and 376	4·67
Inam, dry, S No 380 A, belonging to S Venkatesa Ayyar, bounded on the north by Nos 381 and 382 A; east by Nos. 386 B and 394 A; south by No. 379; west by No. 378	8·24
Inam, dry, S. No 381, belonging to R Venkatesa Ayyar, bounded on the north by No 393 D, east by No 382 A; south by No. 380 A; west by No. 377	13·70
Inam, dry, S. No. 383 D, belonging to Kuthbammal, bounded on the north and east by No. 389 E-1 B; south by Nos. 381 and 382 A; west by Nos 131 D and 432	5·51
Inam, dry, S. No 431 A, belonging to Irusa Kavandan, Perumal Kavandan, Venkatadri Kavandan, Sinna Lakshmana Kavandan and Lakshmana Kavandan, bounded on the north by Nos. 430, 127 and 431 B; east, south and west by Nos. 431 B ..	0·89
Ryotwari, dry, S. No 131 C, belonging to Irusa Kavandan, Perumal Kavandan, Venkatadri Kavandan, Sinna Lakshmana Kavandan and Lakshmana Kavandan, bounded on the north by No 431 B, east by No. 431 D, south by No. 432, west by Nos. 431 and 435	1·73
Ryotwari, dry, S. No 431 D, belonging to Irusa Kavandan alias Kolandai, Perumal, Venkatadri and minor Sinna Lakshmanan, guardian mother Thayammal, bounded on the north by No. 431 B; east by No 383 D; south by No. 432; west by Nos. 431 C and 439	2·28
Ryotwari, dry, S No. 432, belonging to Irusa Kavandan, Perumal Kavandan, Venkatadri Kavandan, Sinna Lakshmana Kavandan and Lakshmana Kavandan, bounded on the north by Nos 429 and 431 D; east by Nos 381 and 383 D, south by Nos. 376 A, B & D, 376 A and 377, west by No. 162	6 76
Ryotwari, dry, S No 433, belonging to Lakshmana Kavandan, Irusa Kavandan, Perumal Kavandan, Venkatadri Kavandan, minor Lakshmanan, guardian mother Thayammal, K Venkatadri Kavandan, K. Ande Kavandan, K Lakshmana Kavandan and K Gurunadha Kavandan, mortgagees Venkatesa Ayyar, Venkatadri Kavandan and Gurunadha Kavandan, bounded on the north by Nos. 431 C and 134; east by No. 431 D, south by No. 132; west by No. 462	6 25
Ryotwari, dry, S. No. 434, belonging to Venkatesa Ayyar, Muthian alias Vydat Ayyar and Sampurnammal, bounded on the north by Nos 435 and 431 C, east by No 431 C, south by No. 433; west by Nos 462 and 461	5·24
Ryotwari, dry, S No 471, belonging to V. Subba Rau and W. V Sreenivasa Rao mortgagee Vyasarayachar, bounded on the north by Nos. 469 and 170; east by Nos 379 and 374, south by No 472; west by No. 479	6·52
Ryotwari, dry, S No 472, belonging to Sinnien alias Nagi Reddi and Gangi Reddi, bounded on the south by No 171; east by Nos. 379 and 381 C-1, south by Nos. 502 and 509; west by No 473.	7 88
Ryotwari dry S No 508, belonging to Dasa Kavandan, bounded on the north by No 473; east by Nos 368 C-1 and 510, south by Nos. 503 and 505, west by No. 502	5·03
Ryotwari, dry, S. No 510, belonging to Dasa Kavandan, bounded on the north and east by No. 382 C-1; south by No 512, west by No 509 ..	3 33
Total ..	165·91

Fort St. George, August 30, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 10·45 Acres and 212 square links, be the same a little more or less, are needed for a public purpose, to wit, for the Rajamadam Branch Canal, Cauvery-Mettur Project Canal System, and, under sections 8 and 7 of the same Act, the Special Deputy Collector No. I, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, No. I, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk, Gandarvakottai zamin, Cholaparam village.

	Acs.
Zamindari, velangadi dry, P. No. 172, S No 9-1, kudikanidar V. Govinda Konan, alhias Govinda Konan, bounded on the north by Nos 8 and 9-2, east by No 9-3; south by No. 9-4; west by zamin lands	0·42
Zamindari, velangadi dry, P. No. 170, S. No. 9-2, kudikanidar minor Ramaswami Konan by guardian Kavan Ammal, bounded on the north by No 8, east by No. 9-3, south and west by No. 9-1.	152 sq Links.
Zamindari panaiyadi dry, P No 891, S. No 9-3, kudikanidar P. Ramaswami Konan bounded on the north by No 8, east by zamin lands; south by No. 9-4, west by No 9-1	0 15
Zamindari, athiyadi, dry, P. No 889, S. No 9-4, kudikanidar Sampapillai Thondaman, bounded on the south by No. 4-1 & 3; east by No 8 & zamin lands; south by No. 9-5; west by zamin lands	0·36
Zamindari, athiyadi dry, P. No 892, S. No 9-5, kudikanidar K Govinda Thondaman bounded on the north by No. 9-4; east by No 9-7; south and west by zamin lands	0 05
Zamindari, thethavadi dry, P. No 887, S. No 9-6, kudikanidar V. Arunachala Thondaman, bounded on the north and east by zamin lands; south by No. 9-7, west by No 9-4	0 13
Zamindari, thethavadi dry, P. No. 887, S No 9-7, kudikanidar A Pakkiri Thondaman, bounded on the north by No. 9-6, east and south by No 10-1; west by No. 9-5	0·08
Zamindari, thethavadi dry, P No 887, S. No. 10-1, kudikanidar A Pakkiri Thondaman, bounded on the north by No 9-7 and zamin lands; east by No. 10-2; south by No 10-4 and zamin lands, west by No 9-7 and zamin lands	0 21
Zamindari, thethavadi dry, P No 887, S No. 10-2, kudikanidar R. Govinda Thondaman, alhias, Kanala Konan, bounded on the north by zamin lands; east by zamin lands and No 10-3; south by No 10-5, west by No. 10-1 & 4	0 13
Zamindari, thethavadi dry, P. No 887, S No. 10-3, kudikanidar A Pakkiri Thondaman, bounded on the north and east by zamin lands; south by No. 10-5, west by No. 10-2	25 sq. links.
Zamindari, kothan koppa dry, P. No. 897, S. No 10-1, kudikanidar Raghavan Thondaman, bounded on the north by No 10-1; east by No. 10-2 & 8; south and west by zamin lands	0 01
Zamindari, nalham kollo dry, P. No. 890, S No. 10-3, kudikanidar V. Pakkiri Thondaman, bounded on the north by No 10-2 and zamin lands; east by No 10-8 and zamin lands; south by No. 10-6 and zamin lands; west by No. 10-4 and zamin lands	0 01
Zamindari, puduvayal dry, P. No 893, S No 10-7, kudikanidar A. Gurunadha Thondaman, bounded on the north and east by No. 10-6, south by No. 11-1; west by zamin lands	0·06
Zamindari, aladi dry, P. No 898, S No 10-8, kudikanidar Subramonia Thondaman, bounded on the north by zamin lands, east by No 11-3; south by Nos 11-3 and 10-6; west by No. 10-6 & 6	0 19
Zamindari puduvayal dry, P. No 895, S No 11-1, kudikanidar A. Gurunadha Thondaman, bounded on the south by Nos. 10-7 and 11-2, east by No. 11-5; south by No 11-5 and zamin lands; west by zamin lands	0 05
Zamindari, aladi dry, P. No. 896, S. No 11-3, kudikanidar Subramania Thondaman, bounded on the north by No 10-8 and zamin lands; east by zamin lands; south by No. 11-2, west by No. 10-8 ..	0·05
Zamindari, puduvayal dry, P. No 635, S No. 11-4, kudikanidar Perumal Thondaman, bounded on the south by No 11-1; east by No. 11-5; south and west by zamin lands	25 sq. links.

	Acs.
Zamindari, paduvayal dry, P. No. 601, S. No. 11-5, kudikandidars minor Muthuveerma by guardian Perumal Thondaman ; A. Govinda Thondaman, and P. Doraisami Thondaman, bounded on the north by No. 11-2 and zamin lands east by No. 11-7 and zamin lands, south by No 11-4 and zamin lands, west by No. 13-24 and zamin lands ..	0·45
Zamindari, mavadi dry, P. No 602, S No. 11-6, kudikandidars Perumal Thondaman and Ganesan Thondaman, bounded on the north by No. 11-5; east by No. 11-7 ; south and west by zamin lands	0·14
Zamindari, puduvayal dry, P. No 603 and 602, S No. 11-7, kudikandidars G Doraisami Thondaman, A. Subrahmanya Thondaman, Kaikatti Thondaman, A. Govindan Thondaman, P. Doraisami Thondaman, minor Muthuveeran by guardian Perumal Thondaman and Arumachala Thondaman, bounded on the north and east by zamin lands ; south by No. 12-1 ; west by No 11-4 and zamin lands	0·53
Zamindari, puduvayal dry, P Nos 602 and 603, S. No 12-1, kudikaidars G. Doraisami Thondaman A. Subramania Thondaman, Kaikatti Thondaman, A. Govindan Thondaman, P. Doraisami Thondaman, minor Muthuveeran guardian Perumal Thondaman and Arumachala Thondaman, bounded on the north by No. 11-7 and zamin lands ; east by No 12-2, 4 and zamin lands; south by No 12-4 and zamin lands , west by No 11-7 and zamin lands ..	0·87
Zamindari, nattam dry S. No 12-2, kudikandidar Subramania Thondaman, bounded on the north and east by zamin lands , south by No. 12-4 ; west by No 12-1	0·04
Zamindari, nattam dry, P. No. 651, S No. 12-3, kudikandidar Raghavan Thondaman, bounded on the north by No. 12-1 ; east by No. 12-4, south and west by zamin lands	0·19
Zamindari, nattam dry, P. No 605, S No 12-4 kudikandidar Narayanasami Chetty, bounded on the north by No 12-2 and zamin lands, east by zamin lands ; south by No. 12-5 and zamin lands ; west by No. 12-1, 3 and zamin lands ..	1·13
Zamindari, nattakollai dry, S No. 12-5, kudikandidar Kandasami Palankondan, bounded on the north by No 12-4, east by No. 12-6; south and west by zamin lands	0·07
Zamindari, nattakollai dry, S No. 12-6, kudikandidar Kandasami Palankondan, bounded on the north by No. 12-4 ; east by No 14 ; south by No 18 and zamin lands , west by No. 12-5 and zamin lands	0·19
Zamindari, nattakollai dry, P. No. 535, S. No. 13, kudikandidar Kandasami Palankondan, bounded on the north by zamin lands; east by No 14-1 A; south by zamin lands ; west by No. 12-6 ..	1·76
Zamindari, nattakollai dry, P. No. 534, S No. 14-1 A, kudikandidar Kandasami Palankondan, bounded on the north by zamin lands ; east by No. 14-1 B ; south by zamin lands ; west by No 13 ..	0·52
Zamindari, nattakollai dry, P. No. 536, S. No. 14-1 B, kudikandidar, A. Doraisami Thondaman, bounded on the north by zamin lands ; east by No. 14-3 ; south by zamin lands , west by No 14-1 A.	0·30
Zamindari, nattakollai dry, P. No. 535, S. No 14-2, kudikandidar Muthusami Chetty, bounded on the north by zamin lands, east by Vadakkikottai; south by No. 14-3, 6, Vadakkikottai and zamin lands ; west by No 14-1 B	0·59
Zamindari, waste, S. No. 14-3, kudikandidar, M. M. Ry. Rajagopala Pandithar, othidar K. V. R. N. Venkatachala Chettiyar, bounded on the north by No. 14-2, east, south and west by zamin lands	0·01
Zamindari, waste, S No. 14-4, kudikandidar, M R Ry. Rajagopala Pandithar, othidar K. V. R. M Venkatachala Chettiyar, bounded on the north by No 14-3 ; east by Vadakkikotai ; south and west by zamin lands	0·02
Total ..	10·44 and 312 sq. links.

NOTE.—Melvaramdar—M R Ry. Rajagopala Pandithar, Zamindar of Gandarvakottai. Othidar—K. V. R. M. Venkatachalla Chettiyar.

Fort St. George, August 27, 1927.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 22·27 acres 390 square links, be the same a little more or less, are needed for a public purpose, to wit, for the Rajamadam branch canal, Cauvery Mettur Project ; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, No. I, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands A plan of the lands is kept in the office of the Special Deputy Collector, No. I, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk, Pisnaiyur village.

	Acs.
Zamin, palayadi, dry, P. No. 370, R S. No 1 (notified as thorn, dry, in the notification under section 4 (1) at page 197 of Part I of the *Fort St. George Gazette*, dated 25th January 1927) kudikandidars o. Vaithian Saluvan and 25 others, bounded on the north by zamin, dry ; east by Kakkarakottai ; south by zamin, dry ; west by Kakkarakottai ..	1·99
Zamin, tope, dry, P. No. 310, R S. No. 2-1, kudikandidar o. Thirunthan Kandian, bounded on the north and east by zamin, dry, and Kakkarakottai ; south by No. 2-2 & 3 ; west by zamin, dry ..	0·69
Zamin, tope, dry, P. No. 310, R S No 2-2, kudikandidar Venkatachala Kalingaran, bounded on the north by No. 2-1 ; east by No. 2-3 ; south and west by zamin, dry	0·26
Zamin, tope, dry, P. No 311, R.S No 2-3, kudikandidar Or Murugian Kandian, othidar o. Marudamatha Chetty, bounded on the north by zamin, dry, and No. 2 2 ; east by zamin, dry, and No 2-4, 5 & 6 ; south by zamin, dry, and No. 2-6 ; west by zamin, dry, and No. 2-5	0·77
Zamin, tope, dry, P. No. 312, R.S No 2-4, kudikandidar Or. Veerachami Kandian, othidar Sappan Saluvan, bounded on the north and east by zamin, dry ; south by No. 2-5 ; west by No. 2-3..	0·04
Zamin, tope, dry, P. No 312, R.S. No. 2-5, kudikandidar Or. Thiruntha Kandian, othidar Sappan Saluvan, bounded on the north by zamin, dry, and No 2-3 , east by zamin, dry ; south by No. 2-6 & 7 ; west by No 2-3	0·25
Zamin, tope, dry, P. No. 312, R S No 2-6, kudikandidar Or Veerachami Kandian, othidar o. Govinda Chetty, bounded on the north by No. 2-3 & 5 ; east by No. 2-7 & 8 ; south by zamin, dry, and No. 3-1 , west by zamin, dry, and No. 2 3 ,	0·14
Zamin, tope, dry, P. No. 312 R S. No 2-7, kudikandidar Or. Veerachami Kandian, mortgagee Kaliappa Chetty, bounded on the north by zamin, dry, and No 2-6 ; east by zamin, dry, and No. 3-3 ; south by Nos 2-8 & 3-2 ; west by No. 2-6..	0·29
Zamin, tope, dry, P. No. 312, R S No. 2-8, kudikandidar o. Thiruntha Kandian, bounded on the north by No. 2-7 ; east and south by No. 3-2 ; west by No 2-6	0 07
Zamin, tope, dry, P. No. 312, R.S. No. 2-9, kudikandidar Or, Veerachami Kandian, othidar o. Govinda Chetty, bounded on the north by No. 2-6 ; east by No. 2-2 ; south and west by zamin, dry	242 sq. links.
Zamin, tope, dry, P. No. 312, R S No. 3-2, kudikandidar o. Thiruntha Kandian, bounded on the north by Nos. 2-8 and 3-3 ; east by zamin, dry, and No. 3-6 ; south by No. 3 4 & 5 and zamin, dry ; west by Nos. 2-6 and 3-1 and zamin, dry ..	0 38
Zamin, tope, dry, P No 312, R S No 3-3, kudikandidar Or. Veerachami Kandian, mortgagee Kaliappa Chetty, bounded on the north by No. 2-7 ; east by zamin, dry , south by No 3-4 ; west by No 2-7	0 05
Zamin, tope, dry, P. No. 312, R.S. No. 3-4, kudikandidar Venkatachala Kalingaran, bounded on the north by No. 3-2 ; east by No. 3-5 , south and west by zamin, dry	0 17
Zamin, tope, dry, P No 314, R S. No 3-5, kudikandidar Or. Murugian Kandian, bounded on the north by No. 3-2 , east by No 3-8, 7 & 9 ; south by No. 3 8 and zamin, dry , west by No 3-4 and zamin, dry	0 40
Zamin, tope, dry, P. No. 315, R.S No. 3-6, kudikandidar o. Thiruntha Kandian, mortgagee Kaliappa Chetty, bounded on the north and east by zamin, dry ; south by No 3-7 , west by No 3-2 & 4	0 04
Zamin, tope, dry, P. No. 314, R.S. No. 3-7, kudikandidar Or. Veerachami Kandian, mortgagee Kaliappa Chetty, bounded on the north by zamin, dry. No 3-6 ; east by zamin, dry ; south by No 3-9 ; west by No 3-5	0 08
Zamin, Veradi, dry, P. No. 324, R.S. No. 3-8, kudikandidar o. Thiruntha Kandian, mortgagee Kaliappa Chetty, bounded on the north by No 3-5 , east by No 4-4 ; south and west by zamin, dry ..	4 01

	Acs.
Zamin, tope, dry, P. No. 320, R.S. No. 3-9, kudikundar Venkitachala Kalingarayan, bounded on the north by No. 3-7; east by No. 3-11, south by No. 3-10, and zamin, dry; west by zamin, dry, and No. 3-5 & 8	0·71
Zamin, tope, dry, P. No. 320, R.S. No. 3-10, kudikundar Go. Muruguan Kandian, bounded on the north by No. 3-9, east and south by No. 4-1; west by zamin, dry	0·19
Zamin, kalkelvai, dry, P. No. 294, R.S. No. 3-11, kudikundar Velayuda Kandian, othidar Thirumatha Kandiar, bounded on the north and east by zamin, dry, south by No. 4-2; west by No. 3-9	0·05
Zamin, tope, dry, P. No. 320, R.S. No. 4-1, kudikundar Go. Muruguan Kandian, bounded on the north by No. 3-10; east by No. 4-2, south by No. 4-3, 4 & 5; west by zamin, dry	0·43
Zamin, Kallukavai, P. No. 284, R.S. No. 4-2, kudikundar Velayuda Kandian, othidar of Thirumatha Kandian, bounded on the north by No. 3-11; east by zamin, dry, south by No. 4-6; west by No. 4-1	0·06
Zamin, Pilavadi, dry, P. No. 288, R.S. No. 4-3, kudikunidar Velayuda Kandian, bounded on the north by No. 4-2, east by No. 4-4; south and west by zamin, dry	747 sq. links.
Zamin, pilavadi, dry, P. No. 288, R.S. No. 4-4, kudikundar of Ayyachami Kandian, bounded on the north by No. 4-1; east by No. 4-5, south by No. 4-7; west by No. 4-3 and zamin, dry ..	0·52
Zamin, pilavadi, dry, P. No. 288, R.S. No. 4-5, kudikundars Go. Pappa Kandian, othidars Muthuswami Payyandar and Seitan, bounded on the north by No. 4-1 & 2; east by zamin dry, south by No. 4-6, west by No. 4-4	0·20
Zamin, pilavadi, dry, P. Nos. 287 and 288, R.S. No. 4-6, kudikundars Go. Pappa Kandian and of Ayyaswami Kandian, othidar of Muruganatha Chetti, bounded on the north by No. 4-5; east by zamin dry; south by No. 4-8; west by No. 4-7 ..	0·37
Zamin, pilavadi, dry, P. No. 287, R.S. No. 4-7, kudikundars Go. Pappa Kandian, mortgagee of Perumaan Kalingarayan, bounded on the north by No. 4-6; east by No. 4-6 & 8, south by No. 4-8; west by zamin, dry	0·61
Zamin, maruham, dry, P. Nos. 198 and 199, R.S. No. 4-9, kudikundar Go. Sinna Pillai, bounded on the north by No. 4-8, east by zamin, dry, south by No. 4-10, west by No. 4-8	0·23
Zamin, maruham, dry, P. Nos. 198 and 199, R.S. No. 4-10, kudikundar of Karuppayi, bounded on the north by No. 4-9, east by zamin, dry; south by No. 4-15; west by No. 4-8 & 11	0·15
Zamin, santham, dry, P. No. 282, R.S. No. 4-11, kudikundar Pochi Sambun, othidar Subramania Sarasa, bounded on the north by No. 4 8; east by No. 4-13 & 16; south by No. 4-11; west by No. 4-12..	0·27
Zamin, santham, dry, P. No. 282, R.S. No. 4-12, kudikundar Go. Muruguan Kandian, bounded on the north by No. 4-8, east by No. 4-11 & 14, south by No. 4-13, west by zamin, dry	0·14
Zamin, cheri, dry, P. No. 191, R.S. No. 4-13, kudikundar of. Malayan Sambun, bounded on the north by No. 4-12, east by No. 4-14; south by No. 4-1, west by zamin, dry	0·01
Zamin, cheri, dry, P. No. 191, R.S. No. 4-14, kudikundar Subramania Saravan, bounded on the north by No. 4-11; east by No. 4-16, south by No. 4-2; west by No. 4-12 & 13	0·03
Zamin, santham, dry, P. No. 282, R.S. No. 4-16, kudikundar Go. Muruguan Kandian, othidar of Kumaraswami Kandian, bounded on the north by No. 4-10 east by zamin dry; south by No. 4-9, west by No. 4-14 & 15	0·31
Zamin, cheri, dry, P. No. 191, R.S. No. 4-1, kudikundar of. Malayan Sambun, bounded on the north by No. 4-13; east by No. 4-2; south by No. 4-5, west by No. 4-3 and zamin, dry	0·51
Zamin, cheri, dry, P. No. 191, R.S. No. 4-3, kudikundar Subramania Saravan, bounded on the north by No. 4-14; east by No. 4-3 and zamin, dry; south by Nos. 4-4 & 5, west by No. 4-1 ..	0 23
Zamin, santham, dry, P. No. 282, R.S. No. 4-3, kudikundar Go. Muruguan Kandian, othidar of Kumaraswami Kandian, bounded on the north by No 4 15; east by zamin, dry; south and west by No 4-2	0 09
Zamin, santham, dry, P. No. 283, R.S. No. 4-4, kudikundar Kathan Sambun, othidar Siana Pillai, bounded on the north by No. 4 2, east and south by zamin dry, west by No 4-5	0·12

	Acs.
Zamin, santham, dry, P. No. 283, R.S. No 4-5, kudikundar Malayan Sambun, othidar Thirumathee Kandian, bounded on the north by No. 4-1 & 2, east by No. 4-4; south by No. 5-10; west by No 4-6	0·36
Zamin, pillaiyar, dry, P. No. 280, R.S. No. 4-7, kudikundar Go. Rama Kandian, bounded on the north by zamin, dry; east by No. 4-5; south by No. 4-8; west by zamin, dry	431 sq. links.
Zamin, pillaiyar, dry, P. No. 282, R.S. No. 4-8, kudikundar Ranga Kandian, othidar Go, Kathan Sambun, second othidars Pakkiri Kandian and Thirumathi Kandian, bounded on the north by No. 4-7 & 8, east by No. 4-5 & 8, south by No. 5-14; west by zamin, dry	0·12
Zamin, manai, dry, P. No 209, R.S. No. 4-9, kudikundars Go. Kathan Sambun and Odeyan Sambun, bounded on the north by No. 4-8; east by No. 4-5 & 10; south by No 4-11; west by No. 4-5 & 14	0 12
Zamin, manai, dry, P. No. 210, R.S. No 4-10, kudikundar Go Kathan Sambun, bounded on the north by No. 4-5; east by zamin dry; south by No 4-12, west by No 4-9	0 35
Zamin, manai, dry, P. No. 210, R.S. No. 4-11, kudikundars Muthan and Muri, bounded on the north by No. 4-9 & 10, east by zamin, dry; south by No. 4-12; west by No. 4-13	0 07
Zamin, manai, dry, P. No. 210, R.S. No 4-12, kudikundars Veeran Sambun and Sinnappayi Sambun, bounded on the north by No 4-11; east by zamin, dry; south by No. 4-15; west by No. 4-14..	0 05
Zamin, tope, dry, P. Nos. 210, 211, 212 and 213, R.S. No. 4-13, kudikundar of. Kumaraswami Kandian, bounded on the north by No 4-12, east by zamin dry, south by No 4-16; west by No 4-15 & 14	0 10
Zamin, pillaiyar, dry, P. Nos 252 and 253, R.S. No. 4-14, kudikundar Go. Kathan Sambun, othidars Pakkiri Kandian and Thirumtha Kandian, bounded on the north by No. 4-8, east by No. 4-9, 11, 12 & 13, south by No 4-15; west by zamin, dry.	0 76
Zamin, manai, dry, P. No. 217, R.S. No 4-16, kudikundar of. Kumaraswami Kandian, bounded on the north by No 4-13; east by No. 4-17; south and west by zamin, dry	846 sq. links.
Zamin, manai, dry, P. No 217, R.S No 4-17, kudikundar of. Veera Kandian, bounded on the north and east by No. 4-15, south by No 4-16; west by No 4-28	0·11
Zamin, saran, dry, P. No. 1, R.S. No 4 16, kudikundar of Kumaraswami Kandian, bounded on the north by No. 4-17 & 15, east by No. 4-18; south by No. 4-2, west by No. 4-17	0 05
Zamin, manai, dry, P. No 217, R.S. No 4-1, kudikundar of Veera Kandian, bounded on the north by No. 4-17; east and south by No 4-2; west by zamin, dry	85 sq. links.
Zamin, saran, dry, P. No. 1, R.S. No 4-2, kudikundar of Kumaraswami Kandian, bounded on the north by Nos. 4-18 and 4-3; east by No 4-9; south by No. 4-4; west by zamin, dry and No. 4-1.	0 54
Zamin, saran, dry, P. No. 1, R.S. No 4-4, kudikundar of. Veera Kandian, bounded on the north by No. 4-2, east by No. 4-9, south by No. 4-5; west by zamin, dry	0·17
Zamin, saran, dry, P. No. 1, R.S. No. 4-5, kudikundar of. Kumaraswami Kandian, bounded on the north by No 4-4; east by No. 4-9; south by No. 4-6, west by zamin, dry	0·02
Zamin, saval, dry, P. No 2, R.S. No. 4-6, kudikundar Muthu Pinnandan, mortgagee Sivalinga Chetti, bounded on the north by No 4-5; east by No. 4-9; south by No. 4-7; west by zamin, dry	0 14
Zamin, saval, dry, P. No. 2, R.S No. 4-7, kudikundar Velayuda Kandian, bounded on the north by No. 4-6, east by No 4-9; south by No. 4-8, west by zamin, dry	0·11
Zamin, ellaiyamman, dry, P. No. 2, R.S. No. 4-8, kudikundars of Sivaswami Saivan, Somasundaram Saivan and Guruswami Saivan, bounded on the north by No 4-7; east by No. 4-9; south by No. 7-1 B, west by zamin, dry	1·08

	Acs.
Zamin, narakkidhi, dry, P No 138, R.S. No. 6-12, kudikanidar Or Veera Kandian, bounded on the north and east by zamin, dry ; south by No 6-11 ; west by No. 6-9	0 02
Zamin, narakkidhi, dry, P. No. 138, R S No 6-11, kudikanidar of Kumaraswami Kandian bounded on the north by No. 6-10, east by zamin dry ; south by No 6-12 ; west by No 6-9	0·09
Zamin, narakkidhi, dry, P. No. 137, R.S. No. 6-12, kudikanidar of Veera Kandian, bounded on the north by No 6-11 ; east by zamin, dry , south by No. 6-13 , west by No 6-9	0·14
Zamin, narakkidhi, dry, P No 136, R S. No 6-14, kudikanidar Or. Muthusamal, bounded on the north by No 6-12; east by zamin, dry ; south by Nos 6 9 and 7-1 A ; west by No. 6-9	0·73
Zamin, siluyamman, dry, P. No 8 R S No. 7-1 B, kudikanidars Or Sivaswami Saluvan, Somasundaram Saluvan and Gurusami Saluvan, bounded on the north by No 8-8 ; east by zamin dry , south by No. 7-2 , west by zamin, dry	0 50
Zamin, siluyamman dry. P. No 9, R.S. No. 7-2, kudikanidar Or Muthusamal, bounded on the north by No 7-1 B, east by zamin, dry, and No 7-3 ; south by No. 7-6 ; west by zamin, dry	0 59
Zamin, kandamtibi, dry, P. No 131, R S No 7-4, kudikanidars Arumadhla Saluvan and Rajagopala Saluvan, bounded on the north by No 7-3, east by zamin, dry , south and west by No. 7-3 ..	0·19
Zamin, kattumavadi, dry, P. No, 10, R.S. No. 7-5, kudikanidar of Muthuswami Saluvan, bounded on the north by No 7-2 & 3 ; east by zamin, dry ; south by No. 6-1 ; west by zamin, dry	0 27
Zamin, kattumavadi, dry, P No. 10, R.S. No. 6-1, kudikanidar Or. Sekkan Saluvan, adhidar of Sivaswami Saluvan, bounded on the north by No 7 B ; east by zamin, dry , south by No. 6-2 ; west by zamin, dry	0·93
Zamin, kottakollai, dry, P. No. 17, R S No. 6-2, kudikanidar Muthuswami Pillai, bounded on the north by No. 6-1 , east by zamin, dry ; south by No 6-3 & 4 , west by zamin, dry	0 33
Zamin, kottakollai, dry, P. No 17, R.S. No 6-3, kudikanidar Venkatswami Pillai, bounded on the north by No. 6 2 , east by No 6-4, 5 & 8 ; south by No. 9-1 ; west by zamin, dry	0·27
Zamin, kottakollai, dry, P. No 18 R.S. No 6-4, kudikanidar Ranga Pillai, bounded on the north by No 6-2; east by zamin, dry ; south by No 6-5 ; west by No 6 3	0 33
Zamin, kottakollai, dry, P. No 18, R S. No. 6 5, kudikanidar Sirnguru Pillai, bounded on the north by No 6-4 , east by zamin dry ; south by No. 6-6 ; west by No. 6-3	0·11
Zamin, Natta manyam, kottakollai, dry, P. No. 18, R S No. 6-6, kudikanidars Sellan and Somasundaram, bounded on the north by No. 6 5 ; east by zamin, dry ; south by No. 6 2 ; west by No. 6-3	0 02
Zamin, Natta manyam, kottakollai, dry, P. No 18, R.S. No. 9-1, kudikanidar, Veerabhumi Pillai, bounded on the north by No. 6-2 ; east by No 6-2, 3 & 4 ; south by No 9-4 , west by zamin, dry	0 12
Zamin, Natta manyam, kottakollai, dry, P. No. 18, R.S. No. 9-2, kudikanidar, Sellan, bounded on the north by No 6-6 ; east by zamin, dry ; south by No 9-3 , west by No. 9 1	0·13
Zamin, Natta manyam, kottakollai, dry, P. No. 18, R S No 9-3, kudikanidar, Sami Pillai, bounded on the north by No 9-2 ; east by zamin, dry, south by No 9-4 , west by No 9-1	3 13
Zamin, Natta manyam, kottakollai, dry, P No. 18, R S No 9-4, kudikanidar, Nallapermal Pillai, bounded on the north by No 9-3 ; east by zamin, dry, south by No. 6-6 ; west by No 9-1 and zamin, dry	3 33
Zamin, panayadi, dry. P. No 42, R.S. No. 9 8, kudikanidar, o, Vaithilinga Salvan, bounded on the north by No 9-6 ; east by zamin, dry ; south by No. 9-7 ; west by zamin, dry	0·36
Zamin, panayadi, dry, P No. 42, R.S. No. 9-7, kudikanidar, Thailammal, bounded on the north by No. 9-6 ; east by zamin, dry , south by No. 9-8 , west by zamin, dry	0 42
Zamin, panayadi, dry, P. No. 42, R.S. No. 9-8, kudikanidar, Or. Idikki Kalingaran, bounded on the north by No 9-7 ; east by zamin, dry ; south by No 9-8 ; west by zamin, dry	0 36

	Acs.
Zamin, panayadi, dry, P. Nos 41 and 42, R S, No. 9-9, kudikanidar, o Vaithilinga Kalingaran, bounded on the north by No. 9-8 ; east by zamin, dry , south by No 10-1 ; west by zamin, dry ..	3 13
Zamin, panayadi, dry, P. No 42, R S No 10-1 kudikanidar, o Vaithilinga Kalingaran, bounded on the north by No. 9-9 , east by zamin, dry ; south by No 10-3 ; west by zamin, dry	0 62
Zamin, panayadi, dry. P No 41, R.S No. 10-2, kudikanidar, o. Chokanathasami Kalingaran, bounded on the north by No. 10-1 ; east by zamin, dry , south by No 10-3 & 4 , west by zamin, dry	3 31
Zamin, cheri, dry, P No. 939 R.S. No. 10-3, kudikanidar, Or Sivasami Sastrigal, bounded on the north by No. 10-2 ; east by No. 10-4 & 6 ; south by No 10-5 , west by zamin, dry	0 13
Zamin, cheri, dry, P. No 1085, R.S. No. 10-4, kudikanidar, Or Sivasami Kalingran, bounded on the north by No. 10-2 , east by zamin, dry, south by No. 10-3 , west by No 10-3	3 04
Zamin; vairavan, dry, P No 1084, R S No. 10-5, kudikanidar, Or Perumal Kalingran, bounded on the north by No 10-3 ; east by No 10-6, 7 & 9 ; south by No 10-8 ; west by zamin, dry ..	0 23
Zamin, cheri, dry, P, No 1088 R S No. 10-6, kudikanidar, Or Komaran Kalingran, mortgagee of Perumal Kalingran, bounded on the north by No. 10-4 ; east by zamin, dry ; south by No 10-7 ; west by No. 10-5 & 9	0·03
Zamin, cheri, dry, P. No 1086, R.S. No. 10-7, kudikanidar Or Palani Kalingran, bounded on the north by No 10-6 ; east by zamin, dry , south by No. 10-9 , west by No. 10-5	0 07
Zamin, vairavan, dry, P No. 1083, R.S. No 10-8, kudikanidar, Or Ramasami Kalingran, bounded on the north by No 10-5 , east by No. 10-9 ; south and west by zamin, dry	3 09
Zamin, manai, dry, P. No. 1087, R S No. 10-9, kudikanidar, or. Sivasami Saluvan, adhidar Veerasami Kalingran, bounded on the north by No 10-7 ; east and south by zamin, dry ; west by No 10-4 & 8	3 13
Total ..	22 27 and 390 sq. links.

Note.—Mahamandar, M.R.Ry. Swaminatha Vijaya Thevar, Zamindar of Pappanad.

Fort St. George, August 30, 1927.

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector No. II, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 (c) of the Act appoints the Special Deputy Collector No. II, Tanjore, to perform the functions of a Collector under section 5-A of the Act All persons interested in the lands are required to lodge before the Special Deputy Collector No. II, Tanjore, within thirty days after the issue of the notification a statement in writing of their objections, if any, to the proposed acquisition

Tanjore district, Tanjore taluk,
No. 77. Tennamanadu village (Chatram inam).

	Approximate extent acs.
Inam, dry, R S, No 237-1, corresponding to old S. No. 400-1B	0·15

	Approximate extent acs.
Inam, dry, R S. No. 257-2, corresponding old S. No. 408-4	0 16
Inam, dry, R S. No. 257-3 & 4, corresponding old S No. 408-3 A & B	0-15
Inam, dry, R.S. No 257-6, corresponding old S. No. 408-3	0-25
Inam, dry, R.S. No. 257-6 to 9, corresponding old S. No. 408-1 A & B	0 09
Inam, dry, R S No. 258-1 & 2, corresponding old S No 398-6	0-10
Inam, dry, R S. No. 277-1, corresponding old S. No 397-1	2-05
Inam, dry, R.S. No. 277-2, corresponding old S. No. 397-2	0-18
Inam, dry, R.S. No. 277-3, corresponding old S. No. 397-3	0-21
Inam, dry, R S. No. 277-4, corresponding old S No. 397 3	0-12
Inam, dry, R.S No. 277-5 & 8, corresponding old S. No. 397-4 A & B	0 07
Inam, dry, R.S. No. 278-1 & 2, corresponding old S No 398-5	0-15
Inam, dry, R.S. No 278-3, corresponding old S. No. 398-4	0-20
Inam, dry, R S No. 278-3 & 4, corresponding old S. No 398-1	0-78
Inam, dry, R S No. 280-1, corresponding old S No 396-11	0 25
Inam, dry, R S. No. 280-6 & 8, corresponding old S No. 396-3	0-09
Inam, dry, R.S No. 280-7, corresponding old S. No. 396-2	0-76
Inam, dry, R S. No 280-9 & 9, corresponding old S. No. 396-1	0-15
Inam, dry, R S No 280-10 & 11, corresponding old S, No 391 B & A	0 46
Inam, dry, R.S. No. 280-14, corresponding old S. No 397 A-1 & A-2	0 24
Inam, dry, R.S. No. 280-15, corresponding old S. No. 397-6	0 36
Inam, dry, R S. No. 280-16, corresponding old S. No 397-5	0 45
Inam, dry, R.S. No. 282-1, corresponding old S. No. 393-4	1-05
Inam, dry, R S. No. 282-2, corresponding old S No. 393 b	0 65
Inam dry, R S. No. 282-11, 12 & 13, corresponding old S. No. 393 6	0 65
Inam, dry, R S, No. 282-3 & 4, corresponding old S No. 393-3 A & B	1-35
Inam, dry, R S. No 282-5, 6 & 7, corresponding old S. No. 393-3 A-1, A-2 & A-3	0 52
Inam, dry, R S. No. 283-1, corresponding old S. No 393-1	0-20
Inam, dry, R.S. No. 282-9 & 10, corresponding old S. No. 391-6	1-00
Inam, dry, R.S. No. 283-13 & 14, corresponding old S No. 391-7 A to D	0-90
Inam, dry, R.S. No. 283-15, corresponding old S. No. 391-5 & 4	1-15
Inam dry, R.S. No. 283-16, corresponding old S. No. 391 5	1-00
Inam, dry, R S No. 283-17, corresponding old S No. 397-3	0-30
Inam, dry, R S No. 283-12 & 18, corresponding old S. No. 391-2 A & 2-B	0 81
Inam, dry, R S. No. 284-2, corresponding old S. No. 319-1	0 40
Inam, dry, R S. No 284-3, corresponding old S. No. 319 6	0 15
Inam, dry, R S No. 284-3, corresponding old S. No. 321-7	0 20
Inam, dry R S. No. 284-4, corresponding old S No. 321-6	0-10

NOTE.—In the case of fields included in the notifications published at pages 1782 and 1784 of Part I of the *Fort St. George Gazette*, dated 22nd September 1926, the extents shown in the notification are in addition to those already notified.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 2·09 acres and 309 square links, be the same a little more or less, are needed for a public purpose, to wit, for the formation of Iluppadi channel of the Canal System of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Mannargudi, No. II, at Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, Mannargudi, No. II, at Tanjore, and may be inspected at any time during office hours.

Tanjore district, Mannargudi taluk,
No. 16. Munnavalkottai village.

	acs.
Government, dry, temporary subdivision No. 442-4 A, belonging to 330, Krishnan Kumaran, bounded on the north by Nos. 420 B and 424-11; east by No. 442-2 A; south by No. 443-1 B; west by No. 440-8 & 11 A	0·30
Government, dry, T S. No. 443-3 A, belonging to 888, Sellayyan Pullavarayan, bounded on the north by No 424-11 & 12; east by No. 443-10 A; south by No 443-3 B; west by No 443-4 A ..	0 14
Government, dry, T S. No 443-14 A, belonging to (1) 881, Shanmugha Muvarayan, (2) Subramanya Muvarayar, (3) Rangaswami Vandayar, (4) Lakshmana Vandayar, (5) minors Karanda Vandayar and Chidambara Vandayar,—by guardian Rangaswami Vandayar, (6) Saraswati Nayakaradi, (7) Appuswami Nayakaradi, (8) Ponnuswami Nayakawadi and (9) Viramma!—enjoyers Nos (3) and (9), bounded on the north by No 424-11 & 10 A; east by No. 441-1 A; south by No. 443-16 B; west by No. 443-10 A	0 1[illegible]
Government, dry, T S No. 443-1 A, belonging to (1) 883 Sundaram Pullavarayan, (2) Ayyavu Pullavarayan, (3) Viraswami Vanni—enjoyer No. (2), bounded on the north by Nos. 424-16 B, 16 B & 17 B and 122-11 B, east by No 444-4 A, south by No. 444-1 B, west by No 443-16 A	0·22
Government, dry, T S. No. 443-10 A, belonging to 884. Periyathambi Pullavarayan and Kandan Pullavarayan, bounded on the north by No 424-12, 13 & 14; east by No. 443-16 A; south by No. 443-16 B, west by No. 443-8 A	0 32
Government, dry, T.S No. 109-9 B, belonging to 221. S. Ramanatha Ayyar, enjoyers K. Gopalakrishna Ayyar, minor Ponnumani Ayyar alias Ponnusami Ayyar by guardian S A Subramania Ayyar, N. Bapu Pillai and T. Thiagaraja Ayyar, bounded on the north by No 409-9 A, east by No 409 9 C; south by No. 409-9 D; west by No 409-10 & 4 A .	0·44
Government, dry, T.S. No. 409-9 C, belonging to 221. S. Ramanatha Ayyar, enjoyers K. Gopalakrishna ayyar, minor Ponnumani Ayyar alias Ponnuswami Ayyar by guardian S. A Subramanya Ayyar, N Bapu Pillai and T. Thiagaraja Ayyar, bounded on the north by No 109-9 A; east by No 402-1 B; south by No 409-9 D; west by No. 409 9 B	309 sq. links.
Government, dry, T.S, No. 440-7 E, belonging to 612 Sundara Vanni, enjoyers Sundara Vanni, Vythinatha Kumaran, Krishnan Kumaran and Viraswami Kumaran, bounded on the north by No. 440-7 A & 6 A; east by No 440-9 A; south by No. 440-7 C, west by No 430-2 B .. .	0-20
Government, dry, T.S, No. 440-9 A, belonging to 294. Appuswami Vanni, enjoyer Viramami Kumaran, bounded on the north by No. 440-8 B; east by No 440-13 A; south by No. 440-9 B; west by No 440-7 B	0·28
Government, dry, T.S, No. 440-12 A, belonging to 861 Duraiswami Kumaran, bounded on the north by No 440-6 B; east by No. 440-10 A; south by No 440-13 B; west by No. 440-6 A	0·16
Government, dry, T S. No. 440-10 A, belonging to 894, S Ramantha Ayyar and minor Ponnumani by guardian S. A. Subrahmanya Ayyar, enjoyers	

	Acs.
K. Gopalakrishna Ayyar, minor Ponnuswami Ayyar alias Ponnuswami Ayyar by guardian S. A. Subramanya Ayyar, N. Rapa Pillai and T. Thangaraja Ayyar, bounded on the north by No. 440-8 B; east by No 440-11 A; south by No. 440-12 B; west by No. 440-12 A	0·25
Government, dry, T.S. No 440-11 A, belonging to 327 Sundara Vanni, enjoyer Vachatambala Vanni, bounded on the north by No. 440-8 B, east by No 443-4 A; south by No 440-12 B, west by No. 440-10 A	0·14
Government, dry, T.S. No 444-4 A, belonging to (1) 543. Sundara Vanni, (2) Duraiswami Kumaran (3) Dharmalinga Pullavarayan, (4) Vythilinga Kumaran, (5) S. Ramanatha Ayyar, (6) minor Ponnuswami by guardian S. A. Subrahmanya Ayyar, mortgagee for No (1) Govinda Seremadar, enjoyer No. (2) K. Gopalakrishna Ayyar Rapa Pillai and T. Thangaraja Ayyar, bounded on the north by No. 422-12 B; east by No. 421-1 B; south by No 444-6 B; west by No. 444-1 A ..	0·10
Total ..	2·69 and 392 sq. links.

F. B. EVANS,
Secretary to Government.

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H. G. STOKES,
Acting Chief Secretary.

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ഫോർട്ട് സെൻറ് ജോർജ് ഗസറ

I-ാം ഭാഗത്തോടുചേർത്ത സപ്ലിമെൻറ്

SUPPLEMENT TO PART I OF THE FORT ST. GEORGE GAZETTE.

SEPTEMBER 6, 1927.

നമ്പർ 34.] തിങ്കൾ, ചൊവ്വു സെപ്തമ്പർ 5, 1927 തിരുവർ 6-നാം. [PRICE, 6 *pies.*

ഗവൺമെണ്ട് പരസ്യങ്ങളുടെ മലയാള തർജ്ജമ.

Malayalam Translation of Notifications by Government.

മദ്യം (ജനറൽ) ഡിപ്പാർട്ട്മെൻറ്.

വിജ്ഞാപനം.

ഫോർട്ട് സെൻറ് ജോർജ്, 1927 ആഗസ്റ്റ് 16-നാം.

നമ്പർ 578.—1923 മാർച്ച് 20-ാം തീയതിയിലെ ഫോർട്ട് സെൻറ് ജോർജ് ഗസറ I എന്ന ലക്കം 327 മുതലുള്ള ഭാഗങ്ങളിൽ മദ്യം (ജനറൽ) ഡിപ്പാർട്ട്മെൻറ് വക 209-ാം നമ്പർ പരസ്യത്തിൽ പ്രസിദ്ധപ്പെടുത്തിയിരിക്കുന്ന 1923 ലെ മദിരാശി മോട്ടോർവണ്ടി ചട്ടങ്ങളിൽ, 1914 ലെ ഇന്ത്യൻ മോട്ടോർ വണ്ടി ആക്ട് (1914 ലെ 8) 11-ാം വകുപ്പിനാൽ തനിക്കു നല്കപ്പെട്ട അധികാരങ്ങളെല്ലാം ആലോചന സഭയിൽ ഗവർണർ ചെയ്യുന്നതിലേക്കു ചില ഭേദഗതികളുടെ താഴെ പറയുന്ന കരടു, അതു ബാധിക്കുവാനിടയുള്ള ആളുകളുടെ അറിവിനുവേണ്ടി ഇതിനാൽ പ്രസിദ്ധപ്പെടുത്തുകയും, 1927 ഒക്ടോബർ 1-ാം തീയതിക്കോ അതിനു ശേഷമോ മേപ്പടി കരടു ആലോചനയ്ക്കായെടുക്കുന്നതാണെന്നും ആ കരടിനെപ്പറ്റി മേപ്പടി തീയതിക്കു മുമ്പായി വല്ല ആളിൽനിന്നും കിട്ടുന്ന വല്ല അഭിപ്രായങ്ങളെയോ ആക്ഷേപങ്ങളെയോ പറ്റി തദ്ദേശ ഗവൺമെണ്ട് ആലോചിക്കുമെന്നും ഇതിനാൽ അറിയിക്കുകയും ചെയ്യിരിക്കുന്നു :—

കരടു ഭേദഗതി.

(1) മേപ്പടി ചട്ടങ്ങളിലെ 11-ാം ചട്ടത്തിൽ 'മദിരാശി പട്ടണത്തിനു..... ....M.C.' എന്നുള്ളതിനു പകരം 'മദിരാശി പട്ടണത്തിനു .... M.C.+ $\frac{\text{M.C.}}{\text{P.}}$' എന്നു ചേർക്കണം.

(2) മേപ്പടി ചട്ടങ്ങളിലെ 12-ാം ചട്ടത്തിലെ ക്ലൗസിനു ശേഷം താഴെ പറയുന്ന ക്ലൗസും കൂടി ചേർക്കണം, അതായതു :—

"എന്നതിനെയെല്ലാ $\frac{\text{'M.C.'}}{\text{P.}}$ എന്ന പ്രത്യേക അക്ഷരങ്ങളുടെ സംഗതിയിൽ മോട്ടോർവണ്ടികളുടെ നമ്പർ തകിടുകളിൽ ചായംകൊണ്ടെഴുതിയിരിക്കുമ്പോൾ ഓരോ അക്ഷരത്തിനും രണ്ടിഞ്ചിൽ കുറയാതെ ഉയരമുണ്ടായിരിക്കയും മോട്ടോർ സൈക്കിളുകളിലെ തകിടുകളിൽ എഴുതിയിരിക്കുമ്പോൾ 1½ ഇഞ്ചിൽ കുറയാതെ ഉയരമുണ്ടായിരിക്കുകയും വേണം."

ചെഷ്റ്റ് സെൻറ് ഗോജ്, 1927 നവമ്പ് 11-ാംതീ.

നമ്പർ 595.—1923 മാർച്ച് 20 - ാം തീയതിയത്തെ മോട്ട് സൈൻസ് മോട്ട് ഗവൺമെൻറ് I എന്ന ചെണ്ടും 327 ഉത്തരുള്ള ഭാഗങ്ങളിൽ ലാ (ജനറൽ) ഡിപ്പാർട്ട്മെൻറ്പക 209 - ാം നമ്പർ പരസ്യത്തിൽ പ്രസിദ്ധപ്പെടുത്തിയിരിക്കുന്ന 1923 ലെ മദിരാശി മോട്ടാർവണ്ടി ചട്ടങ്ങളിൽ, 1914 ലെ ഇന്ത്യൻ മോട്ടാർവണ്ടി ആക്ട് (1914 ലെ 8) 11 - ാം വകുപ്പിനാൽ സിദ്ധിച്ചിരിക്കുന്ന അധികാരപ്രകാരം ആലോചന സഭയിൽ ഗവൺർ ചെയ്യാനുദ്ദേശിക്കുന്ന ഒരു ഭേദഗതിയുടെ താഴെ പറയുന്ന കരട് അറിയിക്കുവാനിടയുള്ള ആളുകളുടെ അറിവിനായി ഇതിനാൽ പ്രസിദ്ധപ്പെടുത്തുകയും, 1927 നവമ്പർ 1 - ാം തീയതിയോ അതിനു ശേഷമോ മേപ്പടി കരടിനെപ്പറ്റി ആലോചിക്കുന്നതാണെന്നും മേപ്പടി കരടിനെപ്പറ്റി മേപ്പടി തീയതിക്കു മുമ്പായി വല്ല ആളുകളിൽ നിന്നും കിട്ടുന്ന വല്ല അഭിപ്രായങ്ങളും ആക്ഷേപങ്ങളും ആലോചന സഭയിൽ ഗവർണർ ആലോചിക്കുന്നതാണെന്നും ഇതിനാൽ അറിയിക്കുകയും ചെയ്തിരിക്കുന്നു.

കരട് ഭേദം.

മേപ്പടി ചട്ടങ്ങളിലെ 24 - ാം ചട്ടത്തിനു ശേഷം താഴെ പറയുന്ന തലവാചകവും ചട്ടവും ചേർക്കണം, അതായതു :—

മത്സരയോട്ടം നടത്തുന്നതു.

24-A. ഒരാൾ കടിച്ചു മത്തനായിരിക്കുമ്പോൾ ഒരു മോട്ടാർവണ്ടി ഓടിച്ചുകൂടാ.

പി. സ്വീതാരാമയ്യ,
തലൈവര്യ സെക്രട്ടറി.

(A true translation)

P. V. KURUVILA,
Malayalam Translator to Government.

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Part I-A.—Local Self-Government.

CONTENTS.

PAGE

Local Self-Government Department 373
Notifications by Collectors and Local Authorities. 384

Supplements:
Corporation of Madras—Building Rules—Addition—Tamil, Telugu and Hindustani.

LOCAL SELF-GOVERNMENT DEPARTMENT.

LEAVE

Fort St. George, September 6, 1927.

No. 1162.—Lieut.-Col. A P. G. Lorimer, I.M.S., leave on average pay for seven months combined with study leave for six months from or after the 23rd September 1927.

APPOINTMENTS.

No. 1163.—M.R Ry. K Koman Nayar Avargal, L.R.C.P. &S. (Edin.), D.O.M.S., L.M.S., to act as Superintendent, Ophthalmic Hospital, and Professor of Ophthalmology, Medical College, Madras, in addition to his own duties in relief of Captain P. Verdon, I M S., granted leave.

H R. UZIELLI,
Deputy Secretary to Government.

No. 1164.—Under sections 7 (3) and 11 of the Madras District Municipalities Act, 1920, the Government appoint Rev. Father Loubiere to be a councillor of the Cuddalore Municipal Council.

No. 1165.—Under sections 7 (3) and 11 of the Madras District Municipalities Act, 1920, the Government appoint the following persons to be councillors of the Negapatam Municipal Council:—

M.R Ry. Arumugham Pillai Sivaramasamy Pillai Avargal.
M.R.Ry. Kuppusami Chetti Vadivelu Chetti Avargal.
Rev. Daniel Abraham Samuel.
M.R.Ry. K. C. Subrahmanyam Chettiyar Avargal.

C. B. COTTERELL,
Secretary to Government.

POSTINGS AND TRANSFERS.

No. 1166.—M.R.Ry. B. Subraya Baliga Avargal, L.M.S., to act as District Health Officer, Coimbatore, with effect from 24th August 1927.

No. 1167.—M.R Ry. N. Rajagopalan Avargal, M.B., B.S., on relief by M.R.Ry. Subraya Baliga Avargal, to act as Municipal Health Officer, Coimbatore.

No. 1168.—M R.Ry. C. S Vedam Ayyar Avargal, L.M.S., on relief by M.R Ry. N. Rajagopalan Avargal, to act as Municipal Health Officer, Coonoor, *vice* M.R Ry. K. V. Bhat Avargal, L.M.S., granted leave or until further orders.

H. R. UZIELLI,
Deputy Secretary to Government.

NOTIFICATIONS.

No. 1169.—As prescribed by the rules relating to the election of members of district boards by taluk boards it is hereby notified that the following persons have been elected members of the Chingleput District Board by the Saidapet Taluk Board:—

M R.Ry. A. M. Balakrishna Reddi Garu.
" A. Ethirajulu Reddi Garu.

C. B. COTTERELL,
Secretary to Government.

No. 1170.—Notification No. 749 of Part I-A of the *Fort St. George Gazette*, dated 27th July 1926, relating to the acquisition of lands in Ganadala village, Bezwada taluk, Kistna district, for the diversion of tramline, is hereby cancelled.

No. 1171.—Notification No. 834 of Part I-A of the *Fort St. George Gazette*, dated 3rd August 1926, relating to the acquisition of land for the diversion of the surplus channel of the village tank from the

burial ground at Visadala village in Guntur taluk, Guntur district, is hereby cancelled.

N. RAMAYYA SASTRIYAR,
Assistant Secretary to Government.

No. 1172.—In exercise of the powers conferred by section 2 of the Madras Registration of Births and Deaths Act III of 1899, the Government hereby direct that, with effect from 15th October 1927, the provisions of the said Act be extended to the villages specified below :—

ANANTAPUR DISTRICT

Dharmavaram taluk.	*Uraky taluk—cont.*
Makkinavaripalli.	Kattebudihalli
Kadiri taluk.	Rayalapalli
Gandlapenta.	Anabalu
Danduvaripalli	Konapuram
Uraky taluk.	Mopidi
Kumbagal.	Palaka Mushteer
	Kacheria

H. R. UZIELLI,
Deputy Secretary to Government.

Fort St. George, August 26, 1927
(*G.O. No.* 3273, *L. & M.*).

No. 1173.—The following draft of the rules relating to the powers of the Inspector of Municipal Councils and Local Boards to summon and examine witnesses and to compel the production of documents which the Local Government propose to make under clause (*e*) of sub-section (2) of section 199 of the Madras Local Boards Act, 1920, is hereby published as required by clause (a) of section 200 of the Act for the information of all persons likely to be affected thereby. Notice is hereby given that the said draft will be taken into consideration by the Local Government six weeks after the date of publication of this notification.

Any objection or suggestion which may be received from any person in respect of the said draft before the said date will be considered by the Local Government.

DRAFT RULES.

1. In these rules, Inspector means the Inspector of Local Boards appointed under section 40 of the Act.

2. The Inspector may, when so required by a general or specific order of the Local Government, hold an inquiry into the administration of any local board or into any matter connected therewith.

3. At any stage during the course of an inquiry the Inspector may, of his own motion or at the request of any party to the inquiry, issue summons to any person to give evidence as a witness or to produce any document in his possession or power and may examine him as a witness or require him to produce such document.

4. Every summons for the attendance of a person to give evidence or to produce a document shall specify the time and place at which he is required to attend and also whether his attendance is required for the purpose of giving evidence or to produce a document or for both purposes; and any particular document, which the person summoned is called on to produce, shall be described with reasonable accuracy.

5. Any person present at the place of inquiry may be required by the Inspector to give evidence or to produce any document then and there in his possession or power.

6. Whoever is summoned to appear and give evidence in an inquiry shall attend at the time and place mentioned in the summons for that purpose and whoever is summoned to produce a document shall either attend to produce it or cause it to be produced at such time and place or cause such document to be sent to the Inspector by registered post so as to reach him at such time and place.

7. The summons shall be deemed to have been duly served on the person summoned if it is sent by registered post and an acknowledgment or refusal thereof has been received.

8. A person summoned and attending shall, unless the Inspector otherwise directs, attend at each hearing until the inquiry is completed.

9. The Inspector may refuse to issue a summons at the instance of a party unless the party first pays to the Inspector such sum, as in his opinion is sufficient to defray the travelling and other expenses of the person summoned in passing to and from the place of inquiry and for one day's attendance and his remuneration if any.

10. Where it is necessary to detain the person summoned for a longer period than one day the party at whose instance he was summoned shall pay to the Inspector such sum as he may fix to defray the expenses of such detention for such further period and in default of such deposit the Inspector may discharge the person summoned without requiring him to give evidence.

11. The evidence of the witnesses in attendance shall be taken orally in open office in the presence, and under the personal direction of the Inspector.

12. It shall not be necessary to take down the evidence of the witnesses in writing at length, but as the examination of each witness proceeds, a memorandum of the substance of what such witness deposes, shall be written and signed by the Inspector and shall form part of the record.

13. (1) Where the Inspector is unable to make a memorandum as required in the above rule, he shall cause the reason of such inability to be recorded and shall cause the memorandum to be made in writing from his dictation in open office.

(2) Every memorandum so made shall form part of the record.

14. The Inspector may at any stage of an inquiry re-call any witness who has been examined and may put such questions to him as he thinks fit.

15. The Inspector may, at any stage of an inquiry, inspect any property or thing concerning which any question may arise.

16. The Inspector may allow evidence to be given by affidavit but may, at the instance of either party, order the attendance for cross-examination of the deponent.

17. Whoever being required under these rules to appear, to give evidence or to produce a document fails to do so, shall, unless he proves to the satisfaction of the Magistrate that such failure was not wilful, be punishable with fine which may extend to one hundred rupees.

Fort St. George, August 26, 1927
(*G.O. No.* 3268, *L. & M.*).

No. 1174.—Under sub-section (3) of section 4 of the Madras District Municipalities Act, 1920, and in supersession of all previous notifications on the subject the Government hereby alter the limits of the Palghat Municipality as shown in the following schedule :—

SCHEDULE.

REVISED BOUNDARIES.

Northern boundary.—Kongad level crossing, Olavakode railway station compound, the railway line from Olavakode railway station up to Agathethara level crossing.

Eastern boundary.—A line starting from the Agathethara level crossing running southward along the western boundary of the road leading to Agathethara up to Kalpathy river; thence eastward along the northern bank of Kalpathy river up to the

trijunction of block Nos. 9, 13 and 48. Thence eastward along the northern boundary of S. Nos. 283 to 285. Thence eastward along the northern bank of Kalpathy river up to the north-east corner of S. No. 211 of block No. 4, Kadekammannam desam. Thence southwards crossing the river and along the eastern boundary of S. No. 212 of ward I. Thence in a north-easterly direction along the northern and eastern boundaries of block No. 50 of ward I. Thence southward along the eastern boundary of Kottakkad road S. No. 2428. Thence eastward along the northern boundaries of block Nos. 72, 74, 75 and 76 up to the north-east corner of S. No. 3058 of ward J. Thence in a south-westerly direction along the southern boundaries of S. Nos. 3059, 3060, 3062, 3064 and 3065 of ward I. Thence along the eastern boundaries of S. Nos. 3067, 3068, 3069, 3074 and 3073 of the same ward. Thence westward along the southern boundaries of 3073, 3075 and 3078 up to the trijunction of S. Nos 3076, 3051 and Kottakkad desom. Thence southward along the eastern boundary of S. Nos. 3081, 9083 and 9082 up to the junction of Kottakkad, Puthur and Kalleputty desoms. Thence southward along the eastern boundary of Kottakkad road up to theodolite stone No. 275 of Koppam desom. Thence eastward along the northern boundary of block Nos. 83 and 84 up to the north-eastern corner of S. No. 3833. Thence southward along the eastern boundary of S. Nos. 3833, 3837 and 3838 of ward II and of S. Nos. 3765, 3766, 3767 and 3778 of ward V up to the junction of S. Nos 3779, 3780 B and 3781 of the same ward. Thence eastward up to the north-east corner of S. No. 3781 and thence southward along the eastern boundary of blocks Nos. 81, 82 again 81, 87 and 81 up to the south-east corner of S. No. 4365 on the northern bank of Kannadi river.

Southern boundary.—A line drawn westward along the northern bank of Kannadi river up to the south-western corner of S. No 87 of block No. 1 of ward V.

Western boundary.—A line drawn northward along the western boundary of block No. 1 of ward V and of blocks No. 29 and 1 of ward IV joining the Parli road at Mepparumba toll-gate. Thence going round block No. II of ward III the line runs northward along the western boundaries of blocks Nos. 10 9, 8 and 1 up to the north-west corner of S. No. 28 and S. Nos. 45 1 & 2, 44 1 C and 42 2 C of Vadakkantharn desom No. 63 up to Kalpathy river. Crossing the Kalpathy river the line runs northward along the western boundaries of blocks Nos. 21 and 19 of ward I up to the Kongad level crossing.

Fort St. George, August 27, 1927
(G.O. Ms. No. 3295, L. & M.).

No 1175.—The Board of Commissioners for Hindu Religious Endowments brings to the notice of Government that Sri Malleswaraswami temple at Singanamala, Rajampet taluk, Cuddapah district, which was under the control of the Hindu Temple Committee, Rajampet taluk, before the Madras Hindu Religious Endowments Act came into force, is now outside the scope of the Act as the annual income of the temple is below Rs. 250, that the temple has been in ruins for several years and that the inam lands attached to the temple are being enjoyed by strangers without any service being rendered. It is further reported that there is no trustee to look after the temple or to recover its assets (valued at about Rs. 2,500) which are in the hands of the executors of the estate of one Guttuth Chetti who managed the temple for about twenty years. The Board accordingly requests the Government to apply to the temple all the provisions of the Madras Hindu Religious Endowments Act, 1926 (Madras Act II of 1927) so that arrangements may be made to improve its finances and to provide for its better management. Before issuing a notification under the proviso to section 4 of the Act as recommended by the Board, the Government desire to know whether any worshipper at the temple has any objections to urge against the application of the Act. If no valid objection is received by Government within a month from the date of publication of this notification in the District Gazette, they will proceed to issue a notification under the proviso to section 4 of the Act applying all the provisions of the Act to the said Sri Malleswaraswami temple at Singanamala, in Rajampet taluk, Cuddapah district.

Fort St George, August 29, 1927
(G.O. Ms. No. 3313, L. & M.)

No 1176.—The Board of Commissioners for Hindu Religious Endowments brings to the notice of Government that the temples of Sri Iswaraswami and Sri Chennakesavaswami in the village of Kasaram, Kalahasti division, Chittoor district, the annual income of each of which is less than Rs. 250 and which is thus outside the scope of the Madras Hindu Religious Endowments Act, 1926, are in a neglected condition and that there has been no puja in either temple for over twenty-five years. It is further reported that the temples were originally under the management of the Raja of Kalahasti to whom the village of Kasaram belonged, that the 15 acres of lands forming the endowment of the temple of Sri Iswaraswami had been converted into ayan land and that the present proprietors of Kasaram village have been taking no interest in the temples. The Board therefore requests the Government to apply to the temples all the provisions of the Madras Hindu Religious Endowments Act, 1926, except section 69 (relating to the levy of contribution) so that a scheme may be framed for the proper management of the temples. Before issuing a notification under the proviso to section 4 of the Act as recommended by the Board, the Government desire to know whether the Raja of Kalahasti or the present proprietors of Kasaram village or any worshipper at either of these temples has any objection to urge against the application of the Act. If no valid objection is received by Government within a month from the date of publication of this notification in the District Gazette, they will proceed to issue a notification under the proviso to section 4 of the Act, applying all the provisions of the Act except section 69 to the said Sri Iswaraswami and Sri Chennakesavaswami temples in the village of Kasaram, Kalahasti division, Chittoor district.

Fort St. George, September 6, 1927.

No. 1177.—In modification of notification No. 1146, published on page 362 of Part I-A of the *Fort St. George Gazette*, dated 30th August 1927, the following revised lists of plague-infected areas are published:—

A.—In the Madras Presidency.

Taluk or Town.

Bellary—Taluks—Hadagalli, Harpanahalli, Kudligi and Hospet.
Coimbatore—Taluk—Koliegal
Madura—Taluk—Periyakulam
Salem—Taluk—Hosur.
The Nilgiris—Taluk—Coonoor.
Town—Calicut.

B.—Outside the Madras Presidency.

[Infected localities—Districts and States, and Towns of 50,000 or more inhabitants.]

I. MYSORE STATE.

Districts—Kolar, Shimoga, Mysore, Chitaldroog, Hassan and Tumkur.
Town—Mysore City.

II. BOMBAY.

Districts—Belgaum, Bijapur, Dharwar, Kanara, Kolaba, Thana and Surat.
Town—Bombay.
Political charges—Kolhapur and Southern Maharatta Country States.

III. THE PUNJAB.

Districts—Lyallpur and Shahpur.

IV. BURMA.

Districts—Bassein, Henzada, Katha, Myaungmya, Pegu, Prome, Pyapon, Northern Shan States, Thayawaddy, Thaton, Thayetmyo and Yamethin.
Towns—Bassein, Rangoon and Mayanyo.

V. UNITED PROVINCES.

District—Basti

VI. HYDERABAD STATE.

District—Osmanabad.
Town—Secunderabad Cantonment.

C. B. COTTERELL,
Secretary to Government.

Fort St. George, August 30, 1927
(G.O. Ms. No 3336, L. & M.).

No. 1178.—Under sub section (3) of section 60 of the Madras Local Boards Act, 1920, the Local Government hereby notify that, from and after the date of this notification, the land mentioned below and measuring 20 cents, be the same a little more or less, in Nangu Uthukuli village, Erode taluk, Coimbatore district, shall be excluded from the operation of the said Act :—

	CENTS.
Local fund road poramboke, S. No. 646 B, bounded on the north by S Nos. 645 4 and 647; east by S No 647, south and west by S. No. 565 A ..	20

Fort St. George, August 30, 1927
(G.O. Ms. No. 3339, L. & M.).

No. 1179.—Under sub-section (3) of section 60 of the Madras Local Boards Act, 1920, the Local Government hereby notify that, from and after the date of this notification, the land specified below and measuring 2 cents, be the same a little more or less, and situated in Rasipuram mittah village of Rasipuram taluk in the Salem district shall be excluded from the operation of the said Act :—

	CENTS.
Local fund road poramboke leading from Rasipuram to Namakkal, bounded on the north by Rasipuram-Namakkal road; south by a footpath leading from Rasipuram-Attur road to Namakkal road and the adjoining Union ditch; east by Pillayar temple and Mandapam Chavadi and west by banian tree and the Rasipuram-Namakkal road	2

Fort St. George, August 29, 1927
(G.O. Ms. No 3312, L. & M.).

No. 1180.—Under sub section (3) of section 60 of the Madras Local Boards Act, 1920, the Local Government hereby notify that, from and after the date of this notification, the land mentioned below and measuring 2·75 acres, be the same a little more or less, situated in Arigoundampatti village of Salem taluk in the Salem district shall be excluded from the operation of the said Act :—

	ACS.
Survey No 122-2 A, bounded on the north by No 122-3; east by Nos. 24-3 and 122-2 C, south by No 122-2 B; west by No. 122-1	2·75

Fort St. George, August 26, 1927
(G.O. Mis. No. 3270, L. & M.)

No. 1181.—Under sub section (3) of section 60 of the Madras Local Boards Act XIV of 1920 the Local Government hereby notify that, from and after the date of this notification, the plot described below and measuring 23 cents, be the same a little more or less, in Puttige village, Karkal taluk, South Kanara district, shall be excluded from the operation of the said Act :—

	CENTS.
S. No 119-1 A, bounded on the north by S. Nos 332 333-2 A-1 and 333-1; east by S No 333-2 A-1 & 2 A-2; south and west by S. No. 119-1 B ..	23

Fort St. George, August 26, 1927
(G.O. Ms. No. 3269, L. & M.).

No. 1182.—Under sub-section (3) of section 60 of the Madras Local Boards Act XIV of 1920 the Local Government hereby notify that, from and after the date of this notification, the land specified below and measuring 204 square feet, be the same a little more or less, and situated in Tirukkoyilur village and town in the South Arcot district shall be excluded from the operation of the said Act :—

	SQ. FT.
Union S. No 150-2, bounded on the north by R S No. 602-1, i.e., the petitioner's house bearing Union House No 1677, east and south by union street S No 150-3, west by union street S No 150-1	204

T. B. RAMACHANDRA MUDALIYAR,
Assistant Secretary to Government.

ACQUISITION OF LANDS.

Fort St. George, September 6, 1927.

No. 1183.—Whereas it appears to the Government that the lands mentioned below and situated in the Chittoor village, Chittoor taluk, Chittoor district, are needed for a public purpose, to wit, for connecting Narasimhadoss lane with Ranga Chariyar's lane, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act I of 1894 as amended by Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Chittoor, and his subordinates in exercise powers conferred by section 4 (2) of the Act and under section 3 appoint the Revenue Divisional Officer, Chittoor, to perform the functions of a Collector under section 5-A of the Act.

Chittoor district, Chittoor taluk,
Chittoor village.

	SQ. FT.
H. No. 38, vacant site, belonging to Manuaru Nattar bounded on the north by H. No. 37, east by public lane, south by H. No 38, west by H. No 36	350
H. No 37, vacant site, belonging to Chenna Manoaru Nattar, bounded on the north by S. Nos. 472-3 A & 472-5 A, east by H No 38; south by H. No 36, west by H. No. 37	350
	CENTS.
S. No. 472-5 (3), vacant, belonging to Kuppanna Nattar, bounded on the north by S No 472-3 B, east by S. No. 472-5 C, south by H. No. 37; west by S. No 472-5 A	1
S No 472-3 (6), vacant, belonging to Kurimu Bibi Shamshubhan Shahabbi bounded on the north by S No 474; east by S No 472-5 C; south by S. No. 472-5 B; west by S. No. 472-5 A ..	3

No. 1184.—Whereas it appears to the Government that the land mentioned below situated in Zamin Thathanur village, Udaiyarpalayam taluk, Trichinopoly district, is needed for a public purpose, to wit, for a Local Fund quarry, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorise the Revenue Divisional Officer, Ariyalur, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3, appoint the Revenue Divisional Officer, Ariyalur, to perform the functions of a Collector under section 5-A of the Act.

Trichinopoly district, Udaiyarpalayam taluk, Zamin Thathanur village.

	Approximate extent.
	acs.
Zamin, forest, poramboke, Adangal No. 4857 part, belonging to the Zamindar of Udaiyarpalayam, bounded on the north and west by Adangal No. 4857 part, east by Adangal No. 4856 (patta land of Ramaswami Padayachi), south by Local Fund Road No. 44 (Adangal No. 4877)	2·70

No. 1185.—Whereas it appears to the Government that land mentioned below is needed for a public purpose, to wit, for the construction of a latrine at Singampaneri, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Devakottai and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3, appoint the Revenue Divisional Officer, Devakottai, to perform the functions of a Collector under section 5-A of the Act.

Ramnad district, Tirupattur taluk, Singamponeri North village.

	Extent.
	acres.
Zamindari, dry, S. No. 664-4 B, both the melwaram and kudiwaram rights in the land belong to the Estate Collector of Sivaganga representing the Raja of Sivaganga, bounded on the north and east by S. No. 664-4 A; south by S. No. 658, west by S. No. 664-4 A	2

No. 1186.—Whereas it appears to the Government that the land mentioned below is needed for a public purpose, to wit, for widening a street in the Madgole Union, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of Land Acquisition Act I of 1894 as amended by Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Narasapatam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Revenue Divisional Officer, Narasapatam, to perform the functions of a Collector under section 5-A of the Act.

Vizagapatam district, Viravilli taluk, Madgole village.

	Sq. yds.
House-site, belonging to Perumalla Satyanarayana, Perumalla Adayya Chetti and Perumalla Bhushayya, bounded on the north and east by Union road; south by house of Perumalla Satyanarayana, Perumalla Adayya Chetti, Perumalla and Bhushayya Garu; west by Union road and the site of the Perumalla people	15·5

No. 1187.—Whereas it appears to the Government that the sites and houses mentioned below and situated in the Anakapalli town, Anakapalli taluk, Vizagapatam district, are needed or are likely to be needed for a public purpose, to wit, for widening Villuri Jogiraidu street in the Anakapalli Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Vizagapatam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3, appoint the Revenue Divisional Officer, Vizagapatam, to perform the functions of a Collector under section 5-A of the Act.

Vizagapatam district, Anakapalli taluk, Anakapalli municipality, Gavarapalem ward, Block No. 4.

	Sq. ft.
Vacant house-site, T.S. No. 251 A, belonging to Dadda Pantayya, Hanumi Sanyasi (purchaser) and Villuri Jagannadham Nayudu (mortgagee) bounded on the north by T.S. No. 248, east by T.S. No. 251 B, south by T.S. No. 252 A, west by T.S. No. 270	304
Tiled house, T.S. No. 272, belonging to Villuri Paramdhamayya, bounded on the north by T.S. No. 270, east by T.S. No. 271, south by T.S. No. 828, west by T.S. No. 273	633
Total ..	937

No. 1188.—Whereas it appears to the Government that the lands mentioned below and situated in the village of Palacole, Narasapur taluk, West Godavari district, and measuring approximately 35 cents are needed for a public purpose, to wit, for the extension of streets in the municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act I of 1894 as amended by Act XXXVIII of 1923. The Government hereby authorize the Sub-Collector, Narasapur, and his subordinates to exercise the power conferred by section 4 (2) of the Act and under section 3 appoint the Sub Collector, Narasapur, to perform the functions of the Collector under section 5-A of the Act.

West Godavari district, Narasapur taluk, Palacole town.

	Cents.
Village-site, S. No. 276 C, belonging to Mallari Ramaswami Venkanna, Seshamma, Bantala Subbayya and Kattamma, bounded on the north by No. 270 B, east, south and west by No. 270 A ..	4
Government, dry, S. No. 410-4 A-4, belonging to Bangaru Rangaraju, Venkata Jagannadhulu, Chirrattamayya, Kotipalli Sattiraju, Mandil Venkatalingam and Venkata Sivayya, bounded on the north by No. 410-4 A 3, east by No. 410-4 B-4 & 5-5, south and west by No. 270 A ..	30
Total ..	34

No. 1189.—Under section 6 of the Land Acquisition Act, 1894, the Government hereby declare that the land mentioned below and measuring 0·24 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the diversion of the Chodavaram Gavaravaram road; and under sections 3 and 7, the Sub-Collector, Narasapatam, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Sub-Collector, Narasapatam.

and may be inspected at any time during office hours.

Vizagapatam district, Vizavilli taluk,
Venkayyagaripeta village.

	Acres.
Zamindari, praynla, dry, S. No. 171-1, owner Raya el Viziauagram, occupier Pilla Papayya Pillo Padmanabhan and Pilla Venkataramana, bounded on the north by S. No. 81; east by S No. 171-1, south by S Nos 81 and 174-2; west by S. No 81	0·24

No. 1189.—Whereas it appears to the Government that the land mentioned below is needed for a public purpose, to wit, for widening the Nadar street in old X ward, Madura town, notice is thal effect is hereby given to all whom it may concern, in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act I of 1894, as amended by Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Madura, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Revenue Divisional Officer, Madura, to perform the functions of a Collector under section 5-A of the Act,

Madura district, Madura taluk,
Sokkikulam village.

	Sq. Yr.
T.S. No 1668-1 part, dry, house site vacant, belonging to Somasundara Velan, Gopiyalyam, ; S Soma Velan, Gopiyalyam, P Soma Velan, Gopiyalyam, Kalimuthu Velan, Alangamullar, Pichai Velan, Alangamullar and Vellaichami Velan, Olaimadura ; bounded on the north by lane, east by T S No 1668-2; south by No. 1668-1 part, west by Old Natham Road	200

N. RAMAYYA SASTRIYAR,
Assistant Secretary to Government.

No. 1191.—Under section 6 of the Land Acquisition Act, 1894, the Government hereby declare that the lands mentioned below and measuring 2·87½ acres, be the same a little more or less, are needed for a public purpose, to wit, for the extension of the American Arcot Mission Hospital for Women and Children; and, under sections 3 and 7, the Revenue Divisional Officer, Vellore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said lands A plan of the lands is kept in the office of the Revenue Divisional Officer, Vellore, and may be inspected at any time during office hours.

North Arcot district, Vellore taluk,
North Vellore village.

	Acs.
Government, dry, T S No. 1117, belonging to B Varadarajulu Nayudu and B Govindarajulu Nayudu, bounded on the north by No. 1116-11 B & 15; east by No 1116-16, south by II ward, west by No 1146-11 B	0·05
Inam, dry, T S. No 1146-15, belonging to B Varadarajulu Nayudu and B. Govindarajulu Nayudu, bounded on the north by No 1116-14, east by No 1146-2, south by II ward; west by No 1146-10 & 11 B	0 20
Inam, dry, T.S No. 1146-11 B, belonging to A. Govindaraja Mudali, bounded on the north by No 1146-9 & 10; east by Nos 1116-14 and 1147; south by II ward; west by No 1146-11 A.	0 11
Government, dry, T.S. No 1126, belonging to Dasavagamani Mudali, bounded on the north by No. 1127; east by No 1125, south by No. 1146-9, 10 & 12, west by No 1136	0 02
Government, dry, No 1137, belonging to Dasavagamani Mudali, bounded on the north by No 1139, east by No 1124, south by No 1136, west by Nos. 1138 and 1138	0 37
Government, dry, No 1116, belonging to Dasavagamani Mudali, bounded on the north by No. 1139, east by No 1131; south by No 1147; west by No 1131	0·13
Government, dry, T.S. No 1129, belonging to Dasavagamani Mudali, bounded on the north by No. 1130, east by No. 1131, south by No. 1128, west by No. 1131	0 06
Government, dry, T.S. No 1130, belonging to Dasavagamani Mudali, bounded on the north by No. 1132; east by No. 1131; south by No 1129; west by No 1132	0·04
Government, dry, T.S. No 1134, belonging to Dasavagamani Mudali, bounded on the north by Nos 1132 and 1134; east by Nos. 1129 and 1128, south by No. 1135; west by No 1139 ..	0·15
Government, dry, T.S. No. 1131, belonging to T. Govinda Mudali, bounded on the north by I ward; east by Nos 1122 and 1123-1, south by Nos 1124 and 1125; west by Nos 11.8, 1129, 1130 and 1132	0·12
Inam, dry, T S No 1116-2, belonging to T Govinda Mudali, bounded on the north by No 1136; east by No, 1146-3, south by No. 1146-1, west by No. 1116-1 & 1	0·18
Inam dry, T S No 1146-3, belonging to T Govinda Mudali, bounded on the north by No. 1126, east by No. 1146-8; south by No. 1116-4, west by No. 1116-2	0 16
Inam, dry, No. 1116-4, belonging to T. Govinda Mudali, bounded on the north by No 1146-4; east by No 1146-8, south by II ward; west by No 1116-5 & 6	0·24
Government, dry, T.S. No. 1136-2, belonging to minor Jagadiswara Mudaliyar and Jambulinga Mudaliyar represented by guardian Damodara Mudali, bounded on the north by No. 1136 1; east by No. 1127; south by No 1138-1, west by No. 1139	0·23½
Government, dry, No. 1136-2, belonging to minor Jagadiswara Mudaliyar and Jambulinga Mudaliyar represented by guardian Damodara Mudaliar, bounded on the north by No 1136-1, east by Nos 1127 and 1126; south by No 1146-1, 2, 3 & 8; west by Nos. 1137 and 1138	0 21
Government, dry, fourth fifths of T S. No 1137, belonging to minors Jagadiswara Mudali and Jambulinga Mudali represented by guardian A Damodara Mudali, N. Krishnamachariyar and Dasavagamani Mudali, bounded on the north by No 1136 2, east by No. 1136 2, south by No 1146-1; west by No 1144-2	0·32
Government, dry T S No 1136-1, belonging to minors Jagadiswara Mudali and Jamoulinga Mudali represented by guardian A Damodara Mudali and Tiruvengada Mudali, bounded on the north and east by No 1136-1, south by No 1136 2; west by No 1139	0 01
Government, dry, T.S. No 1136-2, belonging to minors Jagadiswara Mudali and Jambulinga Mudali represented by guardian A Damodara Mudali, N. Krishnamachariyar and Dasavagamani Mudali bounded on the north by No 1136-1; east by No. 1136-1; south by No 1137; west by No. 1139	0 01
Total ..	2·87½

H. R. UZIELLI,
Deputy Secretary to Government.

NOTIFICATIONS BY COLLECTORS AND LOCAL AUTHORITIES.

Under section 81 (2) of the Madras District Municipalities Act V of 1920, the Collector of Salem hereby declares that the undermentioned land in the Salem municipality situated within the boundaries given below measuring 224 square feet, be the same a little more or less, be excluded from the control of the Salem Municipal Council from and after the date of this notification

Salem Town.

	Sq. Yr.
Division No 13, block No. 28, T S No. 2071 A-2, Trichinopoly road, bounded on the north and east by T S No. 2071 A-1; south by T.S No 2068, west by T S No 2067	224

F. L. BRIGSTOCKE,
Collector.

Salem Collector's Office,
23rd August 1927.

In exercise of the powers delegated under section 362 of the Madras District Municipalities Act, 1920, the Collector of Tanjore directs that from and after the date of this notification the plot or plots of lands described below within or behind the regular line of streets and forming part of roads in the Tanjore municipality of the Tanjore district, shall be withdrawn from the control of the said Municipal Council :—

	sq.yds.
T S No. 3031 part, channel	50,100
T S. No 3023 channel	10,536
T S. No 3024 part, Suppramaniam tank	04,012

H. S. SILLEKD,
Collector.

Tanjore Collector's Office,
24th August 1927.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors, F. W. Haughton, Esq., has been declared to have been duly elected as a councillor of the Coonoor municipality for Ward IV (Mission Hill Ward). His term of office will commence at 12 noon on the 1st November 1927.

J. MOORE, Captain,
Councillor in charge, Fourth Ward Election.

Coonoor Municipal Office,
29th August 1927.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors, the undermentioned gentlemen have been declared to have been duly elected as councillors of the Coonoor municipality for the wards noted against each. Their term of office will commence at 12 noon on the 1st November 1927 :—

M.R.Ry. B. Samanna Nayudu Garu—Ward III (Mount Road Ward).

O. E. H. Beamas, Esq.—Ward I (Alwarpet Ward).

F. W. HAUGHTON,
Chairman.

Coonoor Municipal Office,
30th August 1927.

Under section 8 (2) of the District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors, the undermentioned gentlemen are declared to be duly elected as municipal councillors of the Ellore municipality for the wards noted against each for a period of three years commencing from the noon of 1st November 1927 :—

M.R.Ry. Balabhadra Ramakrishnayya Garu—1st ward.

„ Mothey Krishna Rao Garu, Zamindar—1st ward,

„ Uppu Narayanamurty Nayudu Garu, B.A.—2nd ward.

„ H. V. Jogaiya Sarma Garu, L.C.P.S.—7th ward.

„ Korrapaty Venkatalakshminarayana Pantulu Garu—7th ward.

„ J. Abdul Rahim Sahib Bahadur—9th ward.

B. VENKATARAMAIYA,
Chairman.

Ellore Municipal Office,
29th August 1927.

Under section 8 (2) of the District Municipalities Act of 1920, and under rule 7 (1) of the rules for the conduct of election of municipal councillors, M.R.Ry. Kota Subramaniam Chetti Garu is declared duly elected as a councillor for the IV Ward of Gudiyattam municipality for a period of three years commencing from 1st November 1927.

C. A. ABDUL RAHIM,
Vice-Chairman.

Gudiyattam Municipal Office,
2nd September 1927.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 7 (1) of the rules for the conduct of elections of municipal councillors in municipalities, M.R.Ry. K. S. Kadir Mohideen Rowther Avargal is declared to have been duly elected as a municipal councillor for the 16th ward of the Madura municipality for a period of three years from 1st November 1927.

Madura Municipal Office,
27th August 1927.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors in municipalities, the undermentioned gentlemen are declared to have been duly elected as municipal councillors of the Madura municipality for the wards noted against each for a period of three years from 1st November 1927 :—

M.R.Ry. K. M. Allaudeen Rowther Avargal—14th ward.

M.R.Ry. Mukuntha Umayathi Ayyar Avargal and M.R.Ry. S. S. Subba Ayyar Avargal—2nd ward.

H. M. D. Chinna Kaziar S. A. F. Ibrahim Sahib Bahadur—9th ward.

R. S. NAYUDU,
Chairman.

Madura Municipal Office,
1st September 1927.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors, the following gentlemen have been declared duly elected as councillors of the Ongole municipality for the respective wards noted against them for a period of three years with effect from 1st November 1927 :—

M.R.Ry. G. Venkatarangam Sresti Garu—IV ward.

„ D. Gopala Sastri Garu—V ward.

V. SRIRAMULU NAYUDU,
Chairman.

Ongole Municipal Office,
28th August 1927.

Under rule 8 (2) of the District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors in municipalities, M.R.Ry. Elleppa Bahadur Avargal is declared duly elected as councillor for ward III (Krishnankoil) of the Srivilliputtur municipality for three years from 1st November 1927.

M. K. SRINIVASA AYYANGAR,
Vice-Chairman.

Srivilliputtur Municipal Office,
28th August 1927.

Under section 8 (3) of the Madras District Municipalities Act V of 1920 and rules 8 (1) and 23 (a)

of the rules for the conduct of election of municipalities, M.R.Ry. P. Sundaram Ayyar Avargal has been declared duly elected for the III Ward of the Tanjore municipality. The term of office will expire on 1st November 1928.

P. S. RAJAPPA,
Chairman.

Tanjore Municipal Office,
27th August 1927.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rules 8 (1) and 23 (a) of the rules for the conduct of election of municipal councillors in municipalities the undermentioned gentlemen have been declared duly elected for the wards noted against each in the Tanjore municipality. Their terms of office will be for three years from the 1st November 1927 —

Janab E. M. Abdul Rahiman Sahib Bahadur—Ward XIII.

Janab M. A. Abdul Rahman Sahib Bahadur—Ward XV.

M.R.Ry. Singaram Pillai Avargal *alias* Singaravelu Pillai Avargal—Ward I.

K. E. GHULAM DASTAGIR,
Vice Chairman in charge.

Tanjore Municipal Office,
1st September 1927.

Under section 12 (7) of the District Municipalities Act read with reference to rule IV (i) of the rules for the election of chairmen of municipal councils, M.R.Ry. E. A. Shanmugha Mudaliyar Avargal has been declared elected as Chairman, Tirupattur municipality, in the North Arcot district.

B. RAGHAVENDRACHAR,
Presiding Councillor.

Tirupattur Municipal Office,
25th August 1927.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of election of municipal councillors, the undermentioned gentlemen are declared to have been duly elected as municipal councillors of the Tiruvalur municipality for the Melakkadai ward. Their term of office will commence at noon on the first day of November 1927 for a period of three years :—

M.R.Ry. Bava C. Gopalaswami Mudaliyar Avargal, son of Bava Chokkappa Mudaliyar Avargal.

" T. A. Varthamana Mudaliyar Avargal, son of Athinatha Mudaliyar Avargal.

V. M. MUHAMMAD ESIF ROWTHER,
Vice-Chairman.

Tiruvalur Municipal Office,
25th August 1927.

Under section 8 (2) of the District Municipalities Act V of 1920 and rule 25 (a) of the rules for the conduct of election of municipal councillors in municipalities, Janab Attar Ahmed Hussain Sahib Bahadur has been declared duly elected as a councillor for Ward I in the Vaniyambadi municipality for a period of three years from 1st November 1927.

HAJI ABDUL RAHIM,
Chairman.

Vaniyambadi Municipal Office,
30th August 1927.

Under rule 23 of the rules relating to the conduct of elections of municipal councillors, M.R.Ry. Bulusu Mangaiah Pantulu Garu has been declared to have been duly elected as a councillor for the Kasba East ward of the Vizianagram municipality for a period of three years commencing at noon on 1st November 1927.

G. RAMAVATARAM PANTULU,
Chairman.

Vizianagram Municipal Office,
31st August 1927.

Under rule 29 of the rules relating to the conduct of elections of municipal councillors, M.R.Ry. Gondala Ramavataram Pantulu Garu, B.A., has been declared to have been duly elected as a councillor for the Maharajupeta North ward (No. VIII) of the Vizianagram municipality for a period of three years commencing at noon on the 1st day of November 1927.

A. J. GOPALA RAO,
Municipal Councillor under rule 31 of the Election Rules.

Vizianagram Municipal Office,
2nd September 1927.

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Part I-B.—Educational.

CONTENTS.

	PAGE.		PAGE.
Law Department (Education)	465	Vacancy	468
Miscellaneous Notifications	466		

LAW DEPARTMENT.
(Education.)

LEAVE.

Fort St. George, September 1, 1927.

No. 448.—Miss C. K. Kanakiya, Professor of Natural Science, Queen Mary's College, leave on average pay out of India and Ceylon for a period of six months from or after 1st September 1927.

NOTIFICATIONS.

Fort St. George, August 27, 1927.

No. 449.—Under section 5 of the Madras Elementary Education Act, 1920, the Rev. S. Alm has been elected to be a member of the District Educational Council, Madura, by the Church of Sweden Mission.

No. 450.—Muhammad B. L. Ahmed Sahib Bahadur has been elected by the District Board, South Kanara, to be a member of the District Secondary Education Board, South Kanara, in place of Muhammad Puttur Sahib Bahadur, deceased.

No. 451.—In paragraph (1) of notification No. 387, dated 20th July 1927, amending the constitution of the District Educational Council, Madura, published on page 986 of Part I-B of the *Fort St. George Gazette*, dated 26th July 1927, *for* "Church of Swedish Mission" *insert* "Church of Sweden Mission."

Fort St. George, August 29, 1927.

No. 452.—Under section 5 of the Madras Elementary Education Act, 1920, the Rev. J. J. Ellis has been elected to be a member of the District Educational Council, Coimbatore, by the Wesleyan Mission.

Fort St. George, August 30, 1927.

No. 453.—In notification No. 374, dated 18th July 1927, published on page 385 of Part I B of the *Fort St. George Gazette*, dated 26th July 1927, for "(1) *Mrs. D. Subbaraya Sastri*" substitute "(1) *Mrs. Kamakamma Subbaraya Sastri.*"

Fort St. George, September 2, 1927.

No. 454.—Under section 5 of the Madras Elementary Education Act, 1920, the undermentioned persons have been elected to be members of the District Educational Council, Vizagapatam, by the Taluk Board, Vizianagram :—

(1) M.R.Ry. P. L. Narasimha Raja Garu.
(2) M.R.Ry. D. Narayana Raja Garu.

Fort St. George, August 30, 1927.
[*G.O. Mis. No.* 1668, *Law (Education)*].

No. 455.—In exercise of the powers conferred on him by section 44 of the Madras Children Act, 1920, as amended by Madras Act I of 1923, the Governor in Council is pleased to issue the following amendments to the rules published with Law (Education) Department Notification No. 234, dated 9th June 1923, at pages 635—644 of Part I B of the *Fort St. George Gazette*, dated 17th July 1923 :—

AMENDMENTS.

(i) In rule 31 (vii) *for* the words "one pie per week" and "two pies a week" *substitute* the words "one anna a month" and "two annas a month", respectively.

(ii) In rule 32 (i) *for* the words "one anna a week" *substitute* "three annas a month."

(iii) In the same rule *for* the words "six annas work money a quarter" *substitute* "two annas a month."

(iv) In rule 32 (iii) *for* the words "every quarter" *substitute* "a month."

P. SITARAMAYYA,
Secretary to Government.

MISCELLANEOUS NOTIFICATIONS.

POSTINGS.

Miss M. T. Tomlinson, Assistant Professor, Queen Mary's College, in the Madras Educational Service, to officiate as Inspectress of Girls' Schools, Western Circle, in the Madras Educational Service (Women's Branch), temporary. To join immediately and relieve Miss Schofield, who has been invalided.

Madras, 28th August 1927.

Srimathi M. Lakshmi Ammal, permanent Assistant Lecturer, Queen Mary's College, Madras, in the Subordinate Educational Service and officiating Superintendent, Government Secondary and Training School for Women, Rajahmundry, in the Madras Educational Service, to officiate as Assistant Professor of Queen Mary's College in the Madras Educational Service, *vice* Miss M. T. Tomlinson on other duty or until further orders. To join expeditiously on relief.

R. G. GRIEVE,
Acting Director of Public Instruction.

Madras, 29th August 1927.

UNIVERSITY OF MADRAS.

EXAMINATIONS—SEPTEMBER AND OCTOBER 1927.

NOTICE TO CANDIDATES REGARDING HALL TICKETS.

Candidates for the approaching Intermediate Examination in Arts and Science and B.A. Degree Examinations who are to be examined at Madras should obtain their hall tickets at the Senate House on or after the dates specified below:—

Examinations.	Dates when hall tickets will be issued.
Intermediate Examinations	From Wednesday 7th September 1927.
B.A. Degree Examination	Do.

Candidates for all other University Examinations to be held at Madras should obtain their hall tickets at the Senate House a week before the commencement of these examinations.

Candidates for examinations who are to be examined at centres other than Madras must obtain their hall tickets from the Chief Superintendents of the respective centres.

Candidates must satisfy the Chief Superintendents as to their identity. The certificates of identity taken by them must contain the signatures of the candidates.

Communications to the Registrar from candidates requesting information relating to the results of examinations will not receive attention until after the publication of the results in the *Fort St. George Gazette*.

The results of the various examinations will be published on the dates specified below:—

Examinations.	Date of publication.
1. Intermediate Examination ..	October 10, 1927.
2. B.A. Degree Examination, Part I ..	Do.
3. Do. .. II.	Do.
4. B.A. (Honours) Preliminary Examination.	Do.
5. B.Sc. Degree Examination, Part I ..	Do.
6. L.T. Degree Examination ..	Do.
7. Examinations in Medicine ..	November 2, 1927.
8. B.L. and B.L. Degree Examinations.	November 9, 1927.

(By order)

W. McLEAN,
Registrar.

Senate House, Madras,
1st September 1927.

CALCUTTA UNIVERSITY.

NOTICE

The Senate will proceed in the month of August 1928, to the election of a Tagore Professor of Law for a term of one year, to commence on the 1st August 1929.

The salary of the Professorship is Rs. 9,000 per annum and the Professor will be expected to deliver a course of not less than twelve lectures on one of the following subjects:—

(i) The History of Hindu Law in the Vedic Age and in Post-Vedic times down to the Institutes of Manu.

(ii) History of Legal Development in India during the period of Muhammadan Administration in India.

(iii) Principles and History of Insurance Law with special reference to India.

The salary of the Professor will be paid in twelve equal monthly instalments, the first instalment to be paid on the first day of the month following that in which the first lecture is delivered.

Candidates for the Professorship are required to forward their applications to the Registrar on or before the 1st May 1928, stating on which of the abovenamed three subjects they are prepared to lecture. Each candidate will forward with his application one hundred copies of a brief synopsis of his proposed lectures; and, if he so pleases, the same number of copies of his introductory lecture.

The Professor will, not later than the month of August following his election, forward to the Registrar a complete copy (manuscript or typewritten) of the lectures which he proposes to deliver. The copy will be forthwith referred to a Committee of the Faculty of Law, consisting of not more than three Members to be chosen by the Faculty, who will examine the same and before the expiry of two months from the date of the submission of the copy by the Professor to the Registrar, report to the Faculty whether the work is complete and ready for the Press. If, upon such report, the Faculty are satisfied that the work is complete, the Professor will commence to deliver his lectures within three months from the date of the resolution of the Faculty and shall complete the delivery thereof in another three months. The copy of the lectures delivered will remain in the custody of the Registrar and shall be sent to the Press, as soon as practicable after delivery thereof.

If the Professor fails to submit the copy of the lectures, or if the copy submitted be found, on examination, to be incomplete and not ready for the Press, the matter will be referred to the Faculty of Law, upon whose recommendation the Senate may either extend the time or cancel the appointment.

J. C. GHOSH,
Registrar.

Senate House, Calcutta,
6th August 1927.

ANDHRA UNIVERSITY.

NOTIFICATIONS

B.A. DEGREE PRACTICAL EXAMINATIONS, SEPTEMBER 1927.

[NOTE.—For the practical examinations, candidates must bring Logarithmic tables, and their own platinum wire and foil and chloroplatinic acid.]

Group II-A (13)

Practical Physics at the Maharaja's College, Vizianagram.

Days.	Hours.	Register numbers.	Number of candidates.
1927.			
Monday, 12th September	2 p.m. to 6 p.m.	119 to 127 and 235.	13

Practical Chemistry at the Maharaja's College, Vizianagram.

Tuesday, 20th September.	1 p.m. to 4 p.m.	119 to 127 and 235.	13

Group II B (16).

Practical Physics at the Maharaja's College, Vizianagram

Monday, 12th September,	10 a.m. to 1 p.m.	128 and 236 to 250.	16

Practical Chemistry at the Maharaja's College, Vizianagram.

Wednesday, 21st September.	10 a.m. to 4 p.m.	128 and 236 to 250	16

University Office, Beswada,
17th August 1927.

SEPTEMBER EXAMINATIONS, 1927.

Issue of hall tickets.

Candidates sitting for the various examinations of this University in the ensuing September are hereby informed that the hall tickets will be available to them from the Chief Superintendents of the centres concerned, three days before the commencement of the examination. Candidates appearing at centres where they are not known must be prepared to satisfy the Chief Superintendents of such centres as to their identity.

If in any centre there are two or more candidates with the same name and initial or initials, they will each be differentiated by being numbered (i), (ii) or (iii) as the case may be or by mentioning their full names, and will each be supplied with a card of identification from the office of the Registrar which they must produce before the authorities issuing hall tickets in the centres concerned.

Communications to the Registrar from candidates requesting information relating to results will not receive attention until after the publication of results in the *Fort St. George Gazette*, but candidates who pay in advance the prescribed fee of annas eight together with the telegraphic charges of annas twelve will have their results intimated to them by wire on the date of publication of the results at the University office.

The several examinations commence on the dates mentioned below :—

Intermediate, Part I. } Monday, 12th September 1927.
B.A., Part I. }

Entrance Test to Vidwan course (Telugu Main) —Wednesday, 14th September 1927.

Intermediate, Part II. } Thursday, 15th September 1927.
B.A., Part II. }

(By order)

C. D. S. CHETTI,
Registrar.

University Office, Beswada,
23rd August 1927.

B-2

UNCLAIMED CERTIFICATES.

The Secondary School-Leaving Certificates of the undermentioned pupils have been received from the schools in which they were left unclaimed for over two years. Such of the certificates as are claimed within one month of the date of this notification will be sent to the pupils concerned through the Secretary, Secondary School-Leaving Certificate Board, Madras, provided the claimants submit along with their applications an identification certificate (with their left hand finger prints) from a Government officer of a respectable position as from the Headmistresses of schools where the pupils last studied. Other certificates will be destroyed in accordance with Proceedings R C, No. 2093-D 25, dated 25th November 1925, of the Director of Public Instruction, Madras

S S L C number.	Name of pupil.
WESLEYAN MISSION HIGH SCHOOL FOR GIRLS, WORAIYUR.	
62133B	Soundram, V.
40378B	Raj Pakyanathan.
40377B	Amirthapackiam Samuel.
40248B	Janaki Bai David Kumaraswamy.
40242B	Nesamoni J. Devamoni.
40237B	Mercy Arulmoney David.
28700B	Sundari Thomas.
28699B	Rajammal Paul
28696B	Azal Ammal Samuel.
28695B	Balammal Sundram
28693B	Anbu Arputhamoni.
28690B	Annie Lucy Sebamonie
13901B	Elsa Arputham Ignatius.
13900B	Elizabeth Selkathai Sibamonie.
42704A	Annal Balammal Daniel.
42703A	Kanthimathi Bai Pakkiavathithai David.
39736A	Hannah Glory Robert.
27571A	Kirubakaram Jeyamonie Ponnaswami.
62114B	Esther David.
62128B	Grace Elizabeth.
62238B	Thanam, S P.
62245B	Gnanamoney.
62246B	Ratnam Paul
62248B	Grace Rajakai Abraham.
28701B	Ranjitham Joseph.
SARAH TUCKER SECONDARY SCHOOL FOR GIRLS, PALAMCOTTAH.	
16468A	R. Annal Pakyam.
16473B	D. Jeyavathi.
24826B	S. Marammal
16466B	J. Alexandra Ranji.
27280B	Lilian Grace Michael.
16476B	D. Thaiammal.
16470B	D. Koilpillai Sarah Grace.
16467B	Sarah Sampurnam.
28688B	Hephzibah Jebamoni.
28686B	Jeevamoney John.
40340B	Susannah Ponniah.
40267B	Lily Rajammal.
40264B	Flora Balammal Muthiah.
40259B	E. Christmal Sellammal.
40278B	Manomani Peermathai.
40266B	Grace Lily Gnanaratnam.
40262B	Lily Kamalam Peter.
40252B	J. Esther.
40232B	Joseph Chellammal
40258B	Amirtha Lucamary Jacob.
40250B	J. M. Hephzibah Devadass.
62214B	S. Raja Bebi.
62085B	Daisy Vedamuthu.
62210B	Florence Angelina Vedamuthu.
62083B	Helda Pushpammal John.
27545A	Grace Danomoney David.
27543A	Annapushpam Vedamuthu.

S.S.L.C number.	Name of pupil.
SARAH TUCKER SECONDARY SCHOOL FOR GIRLS, PALAMCOTTAH—*cont.*	
27542a	Arumai Ammal Pookyanathan.
40750	Catharine Gnanammal Samuel.
28964	Gnanammal Solomon.
28969	A. Thangathai.
27555a	Ponnuthai Jacob.
27549a	Grace Jeevamoni Ponniah.
27429a	G. Alexandra Elizabeth.
4843a	S. Gnanaselvapackiam.
4846a	Dabra Manoranjitham.
4849a	V. Mariammal.
4853a	Nallammal Balaji Boi.
4855a	Ammal Sunnthanam.
4858a	Ruth Rachel Gnanasoundari Selvanayagam.
4822a	Ratna Pakiya Sanjeevi David.
3057a	Pushpam David.
3060	Grace Sellathai Viswasam.
3061	Ramptham Paul.
3077	Devakirubai Luke John.
3089	Soundram Gnanamuthu.
4749a	Joyce Daniel.
4750A	Gnanaseeli Ganapathi.
3056	Esther Chellammal Asirvetham.
3057	Esther Seenivasagam.
27546a	Devavadiyon Gnanaprakasam.
27446a	Arumaimoney, J. S.
27442a	G. Sondra Lily.
27443A	Vedasandram Dharmakan.
27432A	G. Devanesam.
46292a	S. Thangam.
42775a	D. Devanesam.
42779a	Pamathu Nallammal.
42772a	S. A. Rajamoney.
42770A	D. Perumbam Sarah.
42766a	M. Ratnavathy.
42757A	Maragatham Thangathai Ammal.
42755a	D. Grace Thayammal.
42752a	Hepzibah Light.
42751a	V. Rachel.
42750A	P. Rajammal.
42663A	V. Alice Mary Rathinam.
42650a	S. Gunnabaranam.
42649A	Jane Manoranjitham.
42647A	Mary Grace Jesudas.
42654A	M. Packiam Koilpillai.
ST JOHN'S GIRLS HIGH SCHOOL, NAZARETH.	
28718a	D. Nesamani.
40299a	M. Muthabaranam.
40302a	K. Mary.
40304a	D. Grace Ratnam.
52100a	G. Grace Annal.
28714a	B. Christinal Pushpathai.
64202a	A. J. Esther.
40305a	D. Mercy Navamom.
40291a	D. Mary Sornam.
40308a	M. Jemimah.
40306a	Y. Jebamoni.
28706a	J. Vedvammal.
40295a	M. Devakirubai Nesammal.
64205a	S. Kamalam.
28713a	A. S. Annathai.
40304a	Y. Soundram.
40307a	Y. A. Grace Thai.
RC GIRLS HIGH SCHOOL, CANTONMENT, TRICHINOPOLY	
62252a	Germain Corera, B.

T. LAZARUS,
Inspectress of Girls Schools, Southern Circle.
Trichinopoly, 26th August 1927.

The Secondary School-Leaving Certificates of the pupils mentioned below have been received from the schools in which they have been left unclaimed for over two years. Certificates that are claimed within one month from the date will be sent to the pupils concerned through the Secretary, Secondary School-Leaving Certificate Board, provided the claimants submit, with their applications, their left hand finger impression, along with a certificate of identity from a respectable person. Unclaimed certificates will be destroyed in accordance with Proceedings C. No. 2099-D, 25, dated 26th November 1925, of the Director of Public Instruction, Madras :—

S.S.L.C. number.	Name of pupil.
MUNICIPAL HIGH SCHOOL, HOSPET.	
78733a	Basetty Annadanappa.
70711a	Rathni Raghukanthachar.
84169a	Virapur Eswarappa.
84174a	Matam Seshagiriachar.
84801a	Hamlihal Viswanatha Rao.
MUNICIPAL HIGH SCHOOL, BELLARY.	
1146a	Madhavachar, Manchali.
14778a	Chennakesavulu, C.
25310a	Krishnamurti Rao, E.
36449a	Hanumantha Rao, H.
36358a	Rachayya, S.
36372a	Ramachar, J.
38880a	Badami Lakshmipathi Gupta.
40494a	Lakshmayya, M.
40495a	Mallappa Rao, S.
40512a	Mallappa, S. M.
54958a	B. Venkayya.
62285a	Hathibelagal Ananthathirthachar.
62388a	C. J. Lingana Gowd.
70778a	J. Ambanna.
70794a	Sheik Abdul Karim.
70796a	Bellary Ghouse Mohideen.
70810a	Soncha Sivaram Setty.
70818a	Kunchi Samadram Ananta Rao.
70826a	B. S. Jagannath Singh.
70835a	Allagadda Suryanarayana Setty.
WARDLAW HIGH SCHOOL, BELLARY.	
70881a	M. Karibasayya.
30476a	N. Chandrasekhara Rao.
89361a	N. Bheemana Chetty.
62379a	S. Govindarajulu.
70854a	S. Somasekharappa.
70856a	G. Venkatagopal Chetty.
70871a	Y. Sumitra.
70877a	M. Rangaswamy.
70878a	C. Subbarayudu.
BOARD HIGH SCHOOL, HARPANAHALLI.	
24883a	J. Channabasappa.

V. KRISHNABRAHMAM,
Offg. District Educational Officer, Bellary.
Bellary, 26th August 1927.

The undermentioned Secondary School-Leaving Certificate books received from students for admission to the College during previous years have been lying in this office unclaimed by the owners. These certificates will be destroyed if the owners do not claim them within a month from the date of this notification in accordance with Proceedings Dis. No. 3489/27, dated 16th August 1927, of the Director of Public Instruction, Madras :—

S.S.L.C. number.	Name of student.
1138	Tarakad Duraiswamy Aiyar Vaidyanathan.
1112	Vappala Kalathil Appunny Menon.
3133A	Mathoor Ramakrishna Iyer Narayanan.
1195	Chathapuram Vaidyanatha Iyer Ramachandran.
28172	Ankarath Ramanunni Mannadi Nayar.
28138	Nelluchery Chidambara Iyer Krishnan.

S.S.L.C. number.	Name of student.
3423A	Sekharipuram Subramanian Iyer Venkateswaran,
988	Kesava Menon, Chanhirathil.
2806	Tirumalai Gopalakrishna Iyer Rangan.
979	Elayachandam Chathu Achan.
2771	Adhisipuram E Narayanan.
42506A	Vadekkepat Kunhi Madhavan Nair.
37810	Krishnan, V. R.
31702B	Kizhakepat Narayanan Menon.
1170	Nallapilly Ramakrishna Iyer Ananthanarayanan.

G. L. LOBO,
Principal.

Government Victoria College, Palghat,
27th August 1927.

EX-STUDENTS OF THE GOVERNMENT HIGHER ELEMENTARY TRAINING SCHOOL, MAYAVARAM.

Managers and heads of institutions and Deputy Inspectors of Schools and other officers, public and private, in whose jurisdiction the undermentioned ex-students of the Government Training School, Mayavaram, are employed or any private individuals who happen to know their whereabouts are requested to be good enough to intimate the fact to the Headmaster of the above school so as to enable him to take steps to see that the conditions of the bond executed by them, while under training, are fulfilled.

LOWER GRADE.

Name of student.	Period of training.
Ayyah Pillai, P. ..	1920—1922.
Pandarinatha Naidu, N. ..	1920—1923.
John, A	1920—1922.
Kanjamalai Sulvar ..	1921—1923.
Aseervatham, N ..	1921—1923.
Govindaswami Pallayachi, T. ..	1922—1924.
Ramayya, K	1922—1924.
Davamony, Methamala ..	1922—1924.

HIGHER GRADE.

Malem Ayyar, K.	1923—1926
Subramania Ayyar, T. S. ..	1923—1925.
Rajagopalan, K.	1923—1926.
Sangaran, T. G.	1923—1925.

LOWER GRADE

Gurusami Nainar, K. S. ..	1923—1925
Mariamthe, R	1923—1925.
Rajagopala Pillai, V. ..	1923—1925.
Mariyappa Pillai, P. ..	1923—1925.

HIGHER GRADE.

Ramaswami Ayyar, S. ..	1924—1926
Venkataraman, V.	1924—1926.

V. NATARAJAN,
Headmaster.

Govt. Higher Elementary Training School,
Mayavaram, 26th August 1927.

EX-STUDENTS OF THE GOVERNMENT TRAINING SCHOOL, JEYPORE

Managers and heads of institutions and other offices, public and private, in which the undermentioned ex-students of the Government Onya Training School, Parvatipur (now at Jeypore), are employed, or any private individuals who happen to know their whereabouts are requested to be good enough to intimate the fact to the Headmaster, Government Training School, Jeypore (Vizagapatam Agency) so as to enable him to take steps to see that the conditions of the bonds executed by them under training are duly fulfilled :—

History number.	Name of student.	Period of training.
11	Sybasundar Mohapatra.	1921—1923
15	Gopabandhu Rathe ..	1921—1923

L. K. PATRO,
Headmaster

Government Training School, Jeypore,
30th August 1927.

MADRAS STUDENTS ADVISORY COMMITTEE.

President. The Vice-Chancellor of the University of Madras (ex officio).

Vice-President : The Director of Public Instruction (ex officio)

Secretary. Mr. A. Davies, Principal, Law College, Madras.

The main functions of the Committee are—

(1) To furnish information and advice to Indians who contemplate going to England.

(2) To circulate in India to colleges and other institutions the educational, financial and social information, collected by the Bureau in London.

(3) To communicate with the Central Bureau on behalf of students before they start, or on behalf of their parents when they are in England.

Students of the Madras Presidency and of Native States whose colleges are affiliated to the Madras University, who contemplate going to England, and the relatives and friends of those who are going or are already gone, are invited to correspond with Mr. A. Davies, Secretary to the Madras Committee, at the Law College, Madras, from whom all necessary information can be obtained.

Letters from Madras students to the Educational Adviser in London or to other Educational authorities in Great Britain are forwarded to the Madras Secretary for disposal and much delay will therefore be saved by *direct* correspondence with the latter.

There is a library attached to the Secretary's office at the Law College consisting of the prospectuses, syllabuses and calendars of the various educational institutions and universities in Great Britain and students and other enquirers will be allowed the use of the library on all week days except Saturdays and holidays between 12 noon and 5 p.m.

A. DAVIES,
Secretary.

VACANCY.

APPLICATIONS are invited from fully certificated trained teachers of the secondary grade for the post of an assistant in the training section of the Government Higher Elementary Training School, Amalapur, with the scale of salary Rs. 35, 35—1½—50—2—60. The applicant should be one who has specialised in Mathematics and Physics for the Secondary School-Leaving Certificate Public Examination and should secure marks qualifying him for public service. His age should be less than 25 years and his caste should be stated. The vacancy is temporary. The certificates should be submitted in the original.

B. SOMASUNDARA RAO,
Acting District Educational Officer, East Godavari.

(Camp) Mandapeta, 26th August 1927.

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Part II.—Miscellaneous Notifications.

CONTENTS.

	PAGE
APPOINTMENTS, LEAVE, ETC.:	
Judicial, Excise, Forest, Public Works and Police	1245–1246
NOTIFICATIONS:	
General	1246
Judicial	1254
Marine	1261
Revenue	1261
Public Works	1263
Military	1263
OFFICIAL ADVERTISEMENTS	1264
VACANCIES	1271
PRIVATE ADVERTISEMENTS	1272
METEOROLOGICAL RETURNS	1273

SUPPLEMENT:
Abstract of Season Reports for week ending 3rd September 1927.

APPOINTMENTS, LEAVE, ETC.

JUDICIAL.

No. 67. Transfer.—The following transfer of a District Munsif has been ordered by the High Court:—

M.R.Ry. Pudhukode Sundara Ayyar Chandrasekhara Ayyar Avargal, Acting District Munsif, Ramnad, to the court of the District Munsif of Tanjore, *vice* M.R.Ry. T. Anantachariar Avargal, on other duty or until further orders. To join expeditiously on relief.

NOTE.—The transfer will carry claim to transit pay and allowances under Fundamental Rule 107.

G. S. WHITE,
Acting Registrar.

High Court, Madras,
30th August 1927.

EXCISE.

Extension of Leave.—M.R.Ry. O. S. Krishna Sarma Avargal, Inspector, is granted extension of leave on average pay for twenty-nine days from 14th August 1927 and leave on half average pay for two months and one day in continuation.

Madras, 29th August 1927.

Transfers.—The following transfers of Inspectors are ordered:—

(i) Mr. J. A. C. Brown, from the Nandyal circle to the Anantapur circle. To join expeditiously handing over charge to the Assistant Inspector.

(ii) M.R.Ry. K. Ranga Ayyar Avargal, from the Anantapur circle to the Cuddapah circle. To join on relief.

(iii) Mr. W. A. Fraser, from the Cuddapah circle to the Nandyal circle. To join on relief.

W. A. BRITO,
Secretary to the Commissioner of Excise.

Madras, 1st September 1927.

FOREST.

Leave.—M.R.Ry. M. S. Rangaswami, Extra Assistant Conservator of Forests, Wynad division, is granted leave on average pay for two months with effect from the date of relief.

R. D. RICHMOND,
Acting Chief Conservator of Forests.

Madras, 29th August 1927.

PUBLIC WORKS.

Promotion.—M.R.Ry. Srinivasaraghava Ayyangar Thiruvengadathan Ayyangar Avargal, Supervisor, Bezwada Circle, to the charge of a subdivision in the Circle and to officiate as Assistant Engineer on Rs. 250 per mensem.

Madras, 26th August 1927.

Transfers.—(1) Mr. Henry Skeuce Taylor, Assistant Engineer, Polavaram Inland Project Aqueduct subdivision, Godavari Central division, Waltair Circle, to the Coimbatore Circle, for the charge of a subdivision. To move first.

(2) Mr. Richard Albert Lisles, Assistant Engineer, Pollachi subdivision, Coimbatore division, Coimbatore Circle, to the Trichinopoly Circle, for the charge of a subdivision.

W. G MOLESWORTH,
Chief Engineer, P.W.D (General, Buildings & Roads).

Madras, 27th August 1927.

Leave.—Under rule 21 of the Fundamental Rules, M.R.Ry. T. N. Venkatarama Ayyar Avargal, Assistant Engineer, Cauvery Gauging division, is granted leave on average pay for one month without medical certificate with effect from 1st August 1927.

R. F STONEY,
Offg. Chief Engineer for Irrigation.

Madras, 29th August 1927.

POLICE

Leave.—Mr. F. J. Chadwick, Assistant District Superintendent of Police, Cuddalore subdivision, is granted leave on average pay for fifteen days from 31st July 1927 to 14th August 1927 under Fundamental Rule 81.

F. A HAMILTON,
Inspector-General of Police.

Madras, 29th August 1927.

GENERAL NOTIFICATIONS.

IMPERIAL LIBRARY,

SECRETARIAT BUILDINGS, 4, ESPLANADE EAST, CALCUTTA.

Open on { Week days and Saturdays, from 10 a.m. to 7 p.m,
Sundays and Holidays, from 2 p.m. to 5 p.m.

The Imperial Library is also a Lending Library. It is free to all except children. There is no subscription to pay.

J. A. CHAPMAN,
Librarian.

BOARD OF EXAMINERS, CALCUTTA.

QUALIFIED URDU TEACHERS.

Bangalore.

Ghulam Ahmad, 1, Pettigrew Street, St. John's Hill.

Mir Ahmad Ali, Regimental Munshi, 12th Field Brigade, R.A, Bangalore.

Muhammad Saleh, Munshi, 112, Narain Pillai Street, Bangalore Cantt

A. B. Wali Muhammad, Old Poor House Road, Bangalore.

Saiyid Nasir Ahmad, 31, Cockburn Road, Bangalore.

Saiyid Zia-ul-Haq Husaini, s/o Muhammad Ghouse Sahib, Petty shop-holder, Broadway Road.

Bellary.

Mir Mahmud Husain, Benderwadi, Brucepet, Bellary P.O.

Madras.

Muhiddin Hussain, 15/16, Vathiar Chinaiah Pillai Street, Royapetta, Madras.

QUALIFIED KANARESE TEACHER.

Bangalore City.

Pandit K. Hanumantha Rao, 268, Visveswarapuram, Bangalore City.

QUALIFIED TAMIL TEACHERS.

Kumbakonam.

A. M. Satakopa Ramanujacharya, Vidvan (Madras University), Lecturer in Tamil Government College.

Madras.

K. Raghavachariar, Lecturer in Tamil and Superintendent of Vernacular Studies, Wesley College, Madras.

C. L. PEART, Lt.-Col.,
Secy., Board of Examiners (Army Dept.).

PATENTS.

The following printed specifications of applications for patents, which have been accepted under section 5 of the Indian Patents and Designs Act, 1911, have been published and can be inspected free of charge at the Madras Record Office, Egmore. Copies of these specifications may be purchased at the Patent Office, 1, Council House Street, Calcutta, at the price of one rupee per copy.

Directions for the guidance of inventors and others are given in the Indian Patents and Designs Act (price ten annas) and in the Indian Patents and Designs Rules, 1912 (price two annas). These should be consulted before an application is made to the Controller of Patents and Designs.

11770. Parsons and Court.
12419. Roberts and Elliot.
12408. Dubois.
12688. Castille.
12771 Siemens Brothers & Co., Ld., and Best.
13070. W. & F. Walker Ld., and Freestone.
13091. Godbole.

V. PANDRANG ROW,
Secretary to Government, Development Dept.

Fort St. George, 27th August 1927.

EXAMINATION FOR CERTIFICATES OF COMPETENCY FOR HEAD WATER-WORKS FITTERS AND WATER-WORKS PIPE LINE FITTERS.

Notice is hereby given that, under G.O. No. 89 M., dated 21st January 1918, an examination for Certificate of Competency for Head Water-Works Fitters and Water-Works Pipe Line Fitters will be held at the Pubbo Works Workshops, near Seven Wells, Madras, on the 17th and 18th October 1927 commencing at 8 a.m.

2. Candidates must send in their applications on printed forms so that they may reach the Sanitary Engineer's office on or before the 20th September 1927, *after which date no application will be considered.* Applications for admission to the examination must be drawn up in accordance with rule 9 of the Rules for grant of Certificates of Competency for Head Water-Works Fitters and Water-Works Pipe Line Fitters and must be supported by the recommendations referred to in that rule.

3. The prescribed fee must be paid into a Government Treasury or, if at Madras, into the Imperial Bank of India, Madras, and the receipt given by the Treasury Officer or the Imperial Bank of India, Madras, must be securely fastened to the application together with other enclosures.

4. Each application should be sent direct to the undersigned, post-paid, superscribed and addressed as follows :—

[*Application for admission to the Examination for Head Water-Works Fitters and Water-Works Pipe Line Fitters*]

To

The Sanitary Engineer to Government of Madras,
P.W.D. Buildings,
Triplicane, Madras.

Insufficiently stamped covers will be rejected.

5. Candidates should fill in their applications legibly and write their names and addresses distinctly and in full and fill in the application form correctly to the best of their knowledge and belief. Any candidate who makes any false representation for the purpose of seeking admission to the examination will be prosecuted. Applications defective in any particular will be returned.

6. Application forms for the examination may be had on application to the undersigned. Copies of the rules for the same may be had from the Superintendent, Government Press, Madras, on payment of annas three.

Madras, 24th August 1927.

EXAMINATION FOR CERTIFICATES OF COMPETENCY AND SERVICE FOR ENGINE DRIVERS.

Notice is hereby given that, under G.O. No. 1420 M., dated 11th August 1904, the next Examination for Certificates of Competency and Service for Engine Drivers qualifying candidates for employment under Government and local bodies will be held at the Public Works Workshops, near Seven Wells, Madras, on the 10th and 11th October 1927 commencing at 8 a.m.

2. Candidates must send in their applications made out in English on printed forms so that they may reach the Sanitary Engineer's office on or before the 15th September 1927, *after which date no application will be considered*. Applications for admission to the Examination for Certificates of Competency must be drawn up in accordance with rule 9 of the Rules for grant of Certificates of Competency and Service for Engine Drivers published in Part I-A of the *Fort St. George Gazette*, dated 18th October 1904, pages 536 to 541, and must be supported by the accompaniments referred to in that rule, and those for admission to the Examination for Certificates of Service in accordance with rule 22.

3. The prescribed fee must be paid into a Government Treasury or, if at Madras, into the Imperial Bank of India, Madras, and the receipt given by the Treasury Officer or the Imperial Bank of India, Madras, must be securely fastened to the application together with other enclosures.

4. Each application should be sent direct to the undersigned, post-paid, superscribed and addressed as follows :—

[*Application for admission to the Examination for Engine Drivers.*]

To

The Sanitary Engineer to Government of Madras,
P.W.D. Buildings,
Triplicane, Madras.

Insufficiently stamped covers will be rejected.

5. Candidates should fill in their applications legibly and write their names and addresses distinctly and in full and fill in the application form correctly to the best of their knowledge and belief. Any candidate who makes any false representation for the purpose of seeking admission to the examination will be criminally prosecuted. Applications defective in any particular will be returned.

6. For any information that may be required, candidates are referred to the rules published in Part I-A of the *Fort St. George Gazette*, dated 18th October 1904, pages 536 to 541.

7. Application forms for the examination may be had on application to the undersigned. Copies of the rules regarding the same may be had from the Superintendent, Government Press, Madras, on payment of annas three.

J. S. WESTERDALE,
Sanitary Engineer to Government and President, Board of Examiners.

Madras, 24th August 1927.

REVISED BOUNDARY DESCRIPTION BETWEEN KOLLEGAL AND RAMAPURAM RANGES.

Starting from the easternmost corner of Chickayalur reserved forests where the Udathorai halla falls into the Cauvery river, the line runs up the Udathorai halla along its left bank to a point on this halla in the Kowdalli reserved forests where the Thatta halla falls into it; thence along the left bank of the Thatta halla to a point on this halla where the Arakan halla falls on the above Thatta halla; thence crossing the Thatta halla the line runs along the left bank of the Arakan halla to a point in it where it cuts the western boundary of the Honor reserved forests; thence south-west along the western boundary of the Honor reserved forests to where the foot path from Mahalingam kuttai to Pochadeddi cuts the reserve boundary line 18 chains from Boliguddai peak 2487; thence the line runs south-east along the abovementioned footpath to where it meets the peak 2970, thence southwards along the peaks of 3345 Akdumm 3050 and 3510 Karuvanam bali and 3320; thence south-east along the peaks of 3430 Karadahalla ora, 3200, 3320 Basavan odda and 3151, thence along the ridge and the stream, the line meets the bank of the Udathorai halla 3 chains east of Jadayaswami koil; thence southwards along the left bank of Udathorai halla till it meets the point where Kuralagarai halla falls into it; thence crossing the Udathorai halla southwards along the left bank of the said Kuralagarai halla till it meets the footpath from Adubainattam to Perasagoundanpalayam; thence crossing the latter halla, it passes along the said footpath to peak 3112 and along its ridge to a point 3400 near Kenemalai halla; thence eastwards to Kumannswami betta 3586; thence along the ridge of peak 3586 to peak 3460; thence southwards along the ridge of peaks 3391 of Zennagumbada bali, 3140, 3550 of Bodibami betta, 3250, 3670, 3850, 3737 of Kebenaliyan betta and 3160 to 2400 near Mungilnatham halla; thence along the left bank of the said halla to the point where the stream from Uttur betta falls in it; thence crossing the halla the line runs along the ridge of peaks 2650 and 2750 to peak 3130; thence westwards to peak 3020; thence southwards to peak 2920 on the southern boundary of the Edayar halla reserve which is also the Gobichettipalayam taluk boundary.

J. SADASIVA AYYAR,
District Forest Officer.

Kollegal, 25th August 1927.

TREASURE TROVE.

It is hereby notified under section 3 of the Indian Treasure Trove Act VI of 1878 that on or about 23rd May 1927, the treasure specified below is stated to

have been found in S No 343/A-1 (iiturt poramboke) of Ikkaran Nagamam village, Gudalchettipalayam taluk by one Kolanthaappa Karandon and his farm servant Ranga Boyan

2. All persons claiming the said treasure or any portion thereof are hereby required to appear personally or by duly authorized agents before the Collector of Coimbatore district at his office at Coimbatore at 11 a m on Monday the 6th February 1928 with a view to the matter being enquired into and determined according to law.

Item number and description of articles.

1 Three Bagams made of (illegible).
2. Fifteen copper pieces weighing (Rs. 1-4-0).
3. Two gold waist string joints.

(Weighing two panavadais and valued at Rs. 1-8-0.)

4. One gold ring embedded with red stone.
One gold ear-ring.

(The two weighing 1 varagan and valued at Rs. 6.)

5. Two gold waist string joints.
One gold screw.
One gold bell
One gold tali.
One gold ear-ring
One gold small bell.

(All the above weighing 10 panavadais and valued at Rs. 7-8-0.)

6. One gold bangle
One gold tali
One gold bell.
Five gold small balls.

(All the above weighing 10 panavadais and valued at Rs. 14.)

Silver nail half a rupee weight

7. One small gold string with coin
One gold ear-ring.
Five gold balls
Gold dust.

(All the above weighing 18 panavadais and valued at Rs. 11-)

8. One gold ring embedded with blue stone.
One gold coin
One gold murugu.

(All the above weighing 12½ panavadais and valued at Rs. 9)

9. One gold piece.

(Weighing one panavadai and valued at annas eight.

10. Two gold waist string joints.
One gold tali
One Pachiladu.
Three gold balls (illegible)
One Vengaramyanpanam.

(All these weighing 2½ panavadais and valued at Rs. 7)

One silver ring (three annas weight).
Total value of all the 10 items, Rs. 67.

A. R. COX,
Collector.

Coimbatore Collector's Office,
27th August 1927.

It is hereby notified under section 5 of the Indian Treasure Trove Act VI of 1878 that on 27th March 1927 eighteen gold coins weighing 5½ tolas worth about Rs. 150 were found buried in S. No. 91/13 of Narthampandi village, Tiruvannamalai taluk, North Arcot district.

2. All persons claiming the said treasure or any part thereof are required to appear in person or by duly authorized agent before the Collector of North Arcot at his bungalow in Vellore at 11 a m. on the 10th day of October 1927 to prove their claim

A. G. LEACH,
Collector.

North Arcot Collector's Office,
28th April 1927.

It is hereby notified, under section 5 of the Indian Treasure Trove Act VI of 1878, that, on 28th July 1927, a treasure consisting of the undermentioned silver coins relating to the Muhammadan Era of 1172 (corresponding to 1757 A.D.), is said to have been found by one Gopal Nayudu in R S. No 13-1, village-site poramboke of Eraiyur village, Tirukoyilur taluk :—

		Numbers.
No. 1.	Big size	36
No. 2.	Small size	23
No. 3.	Smaller size	39
No. 4.	Smallest size	2
	Total ..	100

The coins are said to contain in Persian script the inscriptions 1172 Hijri—Muhammad Azizzuddin Alam Parai, Badshaw, Kazi Sikke Mobag—Manavirith—Sanachey Zulus Sard, Arcot."

2 All persons claiming the said treasure or a portion thereof are required to appear personally or by duly authorized agent before the Collector of South Arcot district at his office at Cuddalore N.T. at 11 a.m. on the 18th January 1928 with a view to the matter being enquired into and determined according to law.

A. UPENDRA PAI,
Collector.

South Arcot Collector's Office,
31st August 1927.

It is hereby notified that on the 7th March 1927, at 5 p.m., a treasure, whose nature, amount and approximate value are given hereunder, was found by Modir Kudumban, son of Karuppan, in the baling wet land belonging to T. Lakshmia Nayudu, bearing S. No. 705/3 of Mela Pavur village, Tenkasi taluk in the district of Tinnevelly, and that all persons claiming the said treasure or any part thereof are hereby required to appear personally or by agent before the Collector of Tinnevelly on the 10th day of October 1927 at Tinnevelly for enquiry and determination under section 7 of the said Act.

	Weight.	Value. Rs. A. P.
Silver stick, big, 1 ..	7¼	2 11 6
Do. small, 1 ..	7	2 15 0
Gold round piece, big, 1 ..	1¼ kalanji.	6 3 0
Do. small, 1.	1⅛ kalanji.	6 0 10
Total ..		17 9 4

2. Any person having any right to the said treasure or any part thereof as owner of the place in which it was found or otherwise and not appearing on the said date shall forfeit such right.

A. McG. O. TAMPOE,
Collector.

Tinnevelly Collector's Office,
6th May 1927.

NOTIFICATION.

An Assistant Director of Agriculture has been placed in immediate charge of the work in the East and West Godavari districts with headquarters at Rajahmundry subject to the general control and supervision of the Deputy Director of Agriculture, I Circle, Vizagapatam. All enquiries and correspondence relating to these two districts may be sent to him direct.

A. C. EDMONDS,
Dy Director of Agriculture, I Circle, Vizagapatam.
(Camp) Nellimarla, 27th August 1927.

DEPARTMENT OF AGRICULTURE.

Statement showing the inland consumption and exports of raw cotton in the Madras Presidency for the week ending 26th August 1927.

(*Note.*—All figures are in bales of 400 lb. Net.)

Variety of cotton.	For the corresponding week of the previous year.		For the current week.			Total from 30th January to the corresponding week of the previous year.		For the current year from 30th January 1927 to date.		
	Received at mills (a).	Net exports by sea.	Received at mills (b).	Net exports by sea (c).	Total.*	Received at mills.	Net exports by sea.	Received at mills.	Net exports by sea.	Total.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Tinnevellies	1,023	984	1,372	2,020	3,392	38,423		(d) 83,018	18,466	101,484
Salems	491	13	132	75	197	12,713	153,576	(e) 16,336	1,039	17,375
Cambodia	2,762	109	1,323	1,785	3,108	40,474		(f) 38,064	32,253	70,317
Northerns and Westerns ..	536	2,897	276	2,677	2,953	18,203	28,116	13,569	24,457	38,026
Coconadas	Nil	1,883	Nil	882	882	152	21,423	204	22,979	23,183
Outside cotton	214	Nil	439	..	439	21,583	— 6,802	25,676	— 22,516	3,160
Total ..	5,025	5,006	3,542	7,439	10,981	131,553	206,313	188,854	111,388	253,244

(a) Returns supplied in the corresponding week of previous year by fourteen mills.
(b) Returns supplied in the current week by sixteen mills.
(c) Exports by sea in the current week:—Madras—Salem 75; Cambodia 1,647; Northerns and Westerns 2,677; Coconadas 882; Coconada—Nil; Tuticorin—Tinnevellies 2,020; Cambodia 2; Calicut—Cambodia 336; Mangalore—Nil.
Imports by sea in the current week—Nil.
(d) Includes 4 bales not reported before.
(e) Excludes 184 bales wrongly reported before.
(f) Includes 10 bales not reported before.
— denotes net exports.

Quantity of cotton pressed in the pressing factories and of unpressed cotton received at spinning mills in the Madras Presidency during the week ending 26th August 1927.

(*Note.*—All figures are in bales of 400 lb. Net.)

Variety of cotton.	In the previous year.				In the current year.				Director's estimate of the 1926-27 crop.
	Number pressed in week ending 27th Aug. of 1926.	Number pressed from 30th January 1926 to 27th Aug. 1926.	Unpressed cotton received at spinning mills from 30th January 1926 to 27th Aug. 1926.	Total cotton received for from 30th January to 27th Aug. 1926.	Number pressed in the current week.	Number pressed from 29th January 1927 to date.	Unpressed cotton received at spinning mills from 30th January 1927 to date.	Total cotton received for from 29th January 1927 to date.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Tinnevellies	2,706	117,708	8,233	125,936	2,445	122,126	5,186	127,312	146,000
Salems	182	13,739	10,960	24,729	377	(a)19,862	7,980	27,842	31,700
Cambodia	2,874	106,015	12,493	118,707	2,658	(b)85,070	13,354	98,424	122,200
Northerns and Westerns ..	2,909	97,162	Nil	97,653	344	87,700	Nil	87,700	78,300
Coconadas	1,026	36,793	152	34,945	693	33,781	204	33,985	36,200
Outside cotton	..	..	38	38	..	..	37	37	2,800
Total ..	10,251	370,012	26,935	396,317	6,647	368,724	26,421	395,150	400,000

(a) Includes 402 bales not reported before.
(b) Includes 46 bales not reported before.

Statement of cotton pressed in the Madras Presidency for the week ending 26th August 1927.
[Section 5 (2) of the Cotton Ginning and Pressing Factories Act, 1925.]

Variety of cotton.	Number of bales pressed			
	During the week.	During the corresponding week last year.	Since 30th January 1927.	During the corresponding period last year.
(1)	(2)	(3)	(4)	(5)
Tinnevellies	2,445	2,703	122,326	117,703
Salems	377	182	(a) 19,862	13,739
Cambodia	2,658	2,874	(b) 86,070	106,215
Northerns and Westerns	344	2,909	87,700	97,652
Coconadas	693	1,026	33,781	34,793
Total ..	6,647	10,251	368,739	370,012

(a) Includes 402 bales not reported before.
(b) Includes 46 bales not reported before.

R. D. ANSTEAD,
Director of Agriculture.

Madras, 1st September 1927.

PUBLIC HEALTH DEPARTMENT.

Vital Statistics of the Municipal Towns of the Madras Presidency for the week ending 13th August 1927.

District	Serial number.	Municipal towns	Population under Registration according to the Census of 1921.			Births.		Deaths.												
			Males	Females.	Total.	Number registered (excluding still-births)	Still-births (number registered).	Cholera.	Small-pox.	Plague.	Fevers.	Dysentery and diarrhœa.	Hospital-ferry diseases.	Injuries (including suicides).	Deaths from child birth.	Other causes.	Total.			
																	Males	Females.	Total	
Ganjam ..	1	Berhampur * ..	16,001	16,730	32,731	..	..	..	..	..	3	3	2	..	..	3	3	6	9	
	2	Parlakimedi ..	8,818	9,901	18,719	13	..	..	..	..	10	1	..	..	..	..	10	10	20	
	3	Chicacole ..	7,395	9,903	18,298	14	..	..	..	..	6	6	3	2	1	12	17	18	36	
Vizagapatam.	4	Vizagapatam ..	22,153	22,558	44,711	37	2	..	..	..	..	..	..	..	..	..	..	..	..	
	5	Vizianagram * ..	19,381	19,918	39,299	25	..	..	..	..	3	1	1	..	..	..	1	3	4	
	6	Anakapalle ..	10,088	10,272	20,360	18	..	..	..	..	1	..	..	..	..	2	3	2	5	
	7	Bimlipatam ..	3,424	4,071	7,495	10	..	..	..	..	4	3	..	..	1	19	14	13	27	
Godavari, East.	8	Rajahmundry ..	26,758	27,033	53,791	31	..	..	..	..	15	5	3	..	..	17	17	21	38	
	9	Cocanada ..	26,349	27,002	53,349	44	..	..	..	..	1	3	..	..	..	7	8	5	13	
	10	Peddapuram ..	7,201	7,419	14,620	17	2	..	..	..	5	1	..	..	..	6	10	4	14	
Godavari, West.	11	Ellore ..	22,630	23,232	45,862	28	1	2	..	..	..	..	..	..	..	1	2	..	3	
	12	Palakolla ..	7,263	7,272	14,535	5	..	1	..	..	..	..	..	..	..	..	1	2	3	
Kistna ..	13	Bezwada ..	23,107	21,052	44,159	62	2	..	..	..	2	1	5	..	..	23	14	17	31	
	14	Masulipatam ..	21,878	22,062	43,940	46	4	2	..	..	2	14	2	..	..	12	20	12	32	
	15	Guntur ..	24,337	23,847	48,184	60	3	25	..	..	3	7	7	1	1	23	30	37	67	
Guntur ..	16	Tenali ..	12,065	11,165	23,230	15	..	3	..	..	2	1	1	..	..	1	4	4	8	
	17	Chirala ..	7,708	7,818	15,523	12	1	..	..	..	1	..	1	..	..	5	6	1	7	
	18	Ongole ..	7,049	7,227	14,276	20	..	1	..	..	1	1	..	..	..	8	8	3	11	
	19	Narasaropet * ..	5,769	5,539	11,308	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Nellore ..	20	Nellore ..	17,760	18,094	35,853	54	6	2	..	..	4	8	1	..	1	27	15	23	38	
Madras ..	21	Madras ..	277,044	251,747	528,791	612	34	72	..	..	74	117	197	2	10	227	365	324	689	
Chingleput ..	22	Conjeeveram ..	30,714	30,662	91,376	55	6	..	..	..	2	2	2	..	1	14	9	12	21	
	23	Sadapet ..	13,347	13,457	27,404	16	..	1	..	..	2	2	1	..	..	8	9	5	14	
	24	Chingleput ..	6,137	5,628	11,765	16	1	..	..	..	1	2	2	..	..	6	7	4	11	
South Arcot.	25	Cuddalore ..	25,079	25,448	50,527	58	3	..	..	..	3	5	..	..	1	13	12	10	22	
	26	Chidambaram ..	11,214	11,287	22,501	9	1	..	..	..	..	..	1	..	..	7	4	4	8	
	27	Villupuram ..	8,046	8,377	17,423	14	1	..	..	..	1	..	..	..	1	2	3	1	4	
Trichinopoly.	28	Trichinopoly ..	60,574	59,848	120,422	77	2	11	..	..	3	3	13	..	..	30	45	40	85	
	29	Srirangam ..	11,139	12,014	23,153	10	..	..	..	..	..	4	4	..	..	3	4	7	11	
	30	Karur ..	9,153	9,084	18,249	8	1	..	..	..	1	..	2	..	..	2	2	2	4	
Tanjore ..	31	Kumbakonam ..	29,626	31,074	60,700	47	..	..	..	..	4	..	3	..	1	15	13	19	23	
	32	Tanjore ..	29,353	30,560	59,913	33	4	..	..	..	2	4	2	2	2	11	12	11	23	
	33	Negapatam ..	26,321	27,695	54,016	34	2	1	..	..	4	4	1	..	..	17	13	14	27	
	34	Mayavaram ..	14,007	14,610	28,617	13	..	..	..	..	4	1	..	..	1	11	11	6	17	
	35	Tiruvalur ..	12,308	11,815	24,124	5	..	..	..	..	2	2	1	..	..	1	3	3	6	
	36	Mannargudi ..	10,808	10,529	21,338	12	..	..	..	..	2	..	1	..	..	3	4	2	6	
Madura ..	37	Madura ..	70,289	68,605	138,894	99	1	..	..	..	9	6	13	1	2	43	44	30	74	
	38	Dindigul ..	15,803	15,113	30,922	24	..	2	..	..	5	4	7	..	..	7	12	7	19	
	39	Bodinayakkanur.	9,767	10,574	20,341	10	..	..	..	..	1	1	..	..	..	2	1	3	4	
	40	Palni ..	8,619	8,982	17,601	5	..	..	..	..	1	..	1	1	..	2	3	2	5	
	41	Periyakulam ..	7,844	8,634	16,478	13	..	..	..	..	1	1	1	..	1	12	3	13	16	
	42	Kodaikanal ..	2,288	2,015	4,283	8	..	..	..	..	..	..	1	..	..	1	1	1	2	

* Returns not received.

Vital Statistics of the Municipal Towns of the Madras Presidency for the week ending 13th August 1927—*contd.*

District	Serial number	Municipal towns	Population under Registration according to the Census of 1921.			Births.		Deaths.												
			Males	Females	Total.	Number registered excluding still-births.	Still-births, number registered.	Cholera.	Smallpox.	Plague.	Fevers.	Dysentery and diarrhœa.	Respiratory diseases.	Injuries including suicides.	Deaths from child-birth.	Other causes.	Total.			
																	Males	Females	Total.
Ramnad ..	43	Srivilliputtur ..	15,437	15,758	31,195	19	..	2	..	..	10	5	..	..	..	3	9	11	20
	44	Virudhunagar* ..	10,799	11,022	21,821	..	..	..	..	..	1	..	..	..	..	..	..	..	..
	45	Sivakasi ..	7,027	7,580	14,617	14	1	..	..	..	1	..	1	..	..	1	1	2	3
Tinnevelly ..	46	Tinnevelly ..	26,583	27,220	53,783	40	..	..	..	..	3	4	2	..	..	18	12	12	24
	47	Palamcottah ..	22,248	24,397	46,643	30	1	..	..	..	4	3	..	1	1	13	12	13	25
	48	Tuticorin ..	22,781	21,741	44,522	32	1	..	..	..	6	2	3	..	..	6	11	9	20
North Arcot.	49	Vellore ..	24,899	25,311	50,210	48	..	..	..	..	2	1	4	..	..	13	11	7	18
	50	Gudiyattam ..	11,201	11,002	22,803	10	..	..	..	..	2	1	1	..	..	4	3	5	8
	51	Tiruvannamalai ..	10,847	11,065	21,912	20	1	..	..	..	8	..	..	2	..	4	6	6	12
	52	Vaniyambadi ..	9,283	10,807	20,090	14	..	..	..	..	..	1	3	..	..	6	4	6	10
	53	Tiruppattur ..	7,992	8,283	16,275	13	..	..	..	..	2	..	..	..	..	4	4	2	6
	54	Walajapet ..	4,980	5,033	10,013	15	..	..	..	..	1	..	..	..	..	3	3	2	4
Chittoor ..	55	Chittoor * ..	8,942	8,998	17,941	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Salem ..	56	Tirupati ..	5,631	6,803	17,434	15	1	..	..	..	1	..	..	..	..	3	4	2	6
	57	Salem ..	26,418	25,826	52,244	47	1	1	..	..	8	6	..	..	..	22	20	20	40
Coimbatore	58	Coimbatore ..	33,417	32,671	65,786	42	..	..	..	..	8	2	..	..	1	16	15	12	27
	59	Erode ..	11,481	11,430	22,911	8	..	..	..	..	..	..	1	..	..	6	6	1	7
	60	Dharapuram ..	7,803	8,321	16,124	10	..	..	..	..	..	1	2	..	..	3	3	3	6
	61	Pollachi ..	6,241	5,634	11,875	7	..	..	..	..	2	2	1	..	..	3	6	2	8
	62	Tiruppur ..	5,840	5,011	10,851	11	..	..	..	..	..	..	..	1	..	3	2	2	4
	63	Udumalpet ..	5,177	5,058	10,236	5	..	..	..	..	2	1	..	..	..	1	3	1	4
Kurnool ..	64	Kurnool ..	13,644	14,084	27,808	19	..	..	..	..	7	6	..	..	..	5	10	8	18
	65	Nandyal ..	8,194	8,930	16,124	7	..	16	..	..	7	..	..	..	..	3	18	10	28
Cuddapah ..	66	Cuddapah ..	6,886	9,653	19,517	22	2	..	..	..	4	..	1	..	..	6	6	5	11
	67	Proddatur ..	9,195	7,801	15,005	11	..	..	..	..	..	..	..	1	..	..	..	1	1
Bellary ..	68	Bellary ..	21,123	18,726	39,842	25	3	..	..	..	6	5	6	..	..	9	14	14	28
	69	Adoni * ..	18,561	14,671	30,232	16	1	2	..	..	..	3	4	..	..	6	6	4	10
	70	Hospet ..	8,132	9,205	18,337	11	..	..	..	..	2	2	..	..	..	3	3	4	7
Anantapur ..	71	Hindupur ..	6,740	5,716	12,456	12	..	..	..	..	..	1	1	..	..	5	2	5	7
	72	Anantapur ..	6,077	5,375	11,452	7	2	1	..	..	2	1	1	..	..	1	5	1	6
	73	Tadpatri ..	5,605	5,688	11,293	Nil	..	..	..	..	..	..	..	..	..	..	..	..	Nil
Nilgiris, The.	74	Ootacamund ..	10,217	9,250	19,467	13	..	..	..	..	2	..	4	..	..	3	7	2	9
South Kanara.	75	Cuncoor ..	6,456	5,755	12,215	7	..	..	..	..	1	..	1	1	..	1	5	4	9
	76	Mangalore ..	28,204	25,673	53,877	38	1	..	..	..	..	7	6	..	2	2	9	15	24
	77	Calicut ..	42,527	36,807	82,334	61	7	..	..	1	6	8	4	..	3	37	65	34	59
Malabar ..	78	Palghat ..	22,616	22,868	45,487	35	..	..	..	..	1	6	8	1	..	23	25	14	36
	79	Chalicut ..	13,159	14,546	27,705	28	3	..	..	..	2	2	1	..	..	6	4	7	11
	80	Tellicherry ..	13,090	14,486	27,576	17	2	..	1	..	3	4	3	..	..	11	13	9	22
	81	Cochin * ..	11,222	9,415	20,637	..	..	..	..	..	..	..	..	..	..	..	..	..	..
		Total ..	1,529,245	1,501,494	3,030,739	2,370	102	146	1	1	268	291	344	17	31	695	1,044	942	1,986

* Returns not received.

Madras, 2nd September 1927.

Abstract return of attacks and deaths from epidemic diseases in the Presidency of Madras during the week ending 13th August 1827.

Name of the district.	Name of taluk (rural) and mumapal town	Cholera.		Smallpox.		Plague.		Relapsing fever.	
		Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.
Ganjam	Aska	3	3	..	..	..	..	..	..
	Chatrapur	24	6	..	..	..	..	..	..
	Chicacole	10	3	..	..	..	..	..	..
	Kodala	3	3	1	1	..	..	..	..
	Tekkali	19	8	..	..	..	..	..	..
	Chicacole M.T.	41	28	..	..	..	..	..	..
	Total ..	102	54	1	1	..	..	..	..
Vizagapatam	Srungavarappakottah	..	..	2	..	..	..	..	..
Godavari, East ..	Cocanada	4	1	..	..	..	..	..	..
	Peddapuram	40	17	13	1	..	..	..	..
	Pithapuram	24	10	..	..	..	..	..	..
	Rajur	6	4	..	..	..	..	..	..
	Peddapuram M.T.	5	2	..	..	..	..	..	..
	Rajahmundry M.T.	1	..	..	..	..	..	..	..
	Total ..	80	35	13	1	..	..	..	..
Godavari, West ..	Bhimavaram	47	9	..	..	..	..	..	..
	Ellore	40	23	..	..	..	..	..	..
	Narsapur	16	12	..	..	..	..	..	..
	Nidadavole	18	3	..	..	..	..	..	..
	Tanuku	17	2	..	..	..	..	..	..
	Ellore M.T.	18	2	..	..	..	..	..	..
	Palacole M.T.	1	1	..	..	..	..	..	..
	Total ..	184	42	0	..	..	..	..	..
Kistna	Bandar	36	6	..	..	..	..	..	..
	Berwada	14	3	2	..	..	..	..	..
	Divi	24	9	..	..	..	..	..	..
	Gannavaram	5	2	2	..	..	..	..	..
	Kaikalur	10	1	..	..	..	..	..	..
	Nandigama	22	8	..	..	..	..	..	..
	Tiruvur	36	16	..	..	..	..	..	..
	Berwada M.T.	..	..	5	..	..	..	..	..
	Masulipatam M.T.	3	2	..	..	..	..	..	..
	Total ..	150	43	9	..	..	..	..	..
Guntur	Bapatla	51	17	..	..	..	..	..	..
	Guntur	42	27	6	..	..	..	..	..
	Namavaropet	56	18	6	..	..	..	..	..
	Ongole	14	9	..	..	..	..	..	..
	Palnad	99	26	2	..	..	..	..	..
	Repalle	42	21	..	..	..	..	..	..
	Satenapalle	102	38	..	..	..	..	..	..
	Tenali	11	1	..	..	..	..	..	..
	Vinukonda	122	40	..	..	..	..	..	..
	Guntur M.T.	36	18	..	..	..	..	..	..
	Namavaropet M.T.	8	1	..	..	..	..	..	..
	Tenali M.T.	20	8	..	..	..	..	..	..
	Total ..	605	213	13	..	..	..	..	..
Nellore	Atmakur	10	..	..	..	..	..	..	..
	Darsi	60	25	..	..	..	..	..	..
	Gudur	76	29	..	..	..	..	..	..
	Kandukur	28	5	8	..	..	..	..	..
	Kanigiri	14	8	..	..	..	..	..	..
	Podili	35	13	..	..	..	..	..	..
	Udayagiri	3	1	..	..	..	..	..	..
	Venkatagiri	15	10	..	..	..	..	..	..
	Nellore M.T.	4	2	..	..	..	..	..	..
	Total ..	226	95	8	..	..	..	..	..
Madras	Madras Town	186	72	..	..	..	..	..	..
Chingleput	Chingleput	17	8	..	..	..	..	..	..
	Conjeveram	9	3	..	..	..	..	..	..
	Pennari	20	8	..	..	..	..	..	..
	Saidapet	6	3	..	..	..	..	..	..
	Saidapet M.T.	2	1	..	..	..	..	..	..
	Total ..	52	23	..	..	..	..	..	..
South Arcot	Cuddalore	7	5	..	..	..	..	..	..
	Kallakurichi	3	1	..	..	..	..	..	..
	Tindivanam	13	5	..	..	..	..	..	..
	Tirukkoyilur	17	13	..	..	..	..	..	..
	Villupuram	18	8	3	..	..	..	..	..

Name of the district.	Name of taluk (rural) and municipal town.	Cholera.		Smallpox		Plague.		Relapsing fever.	
		Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.
South Arcot—cont.	Vriddhachalam	13	4	..	..	..	..	..	..
	Chidambaram M.T.	1	..	..	..	..	..	..	..
	Total ..	72	46	3	1	..	..	..	..
Trichinopoly	Karur	3	1	..	..	..	..	..	..
	Kulittalai	2	1	1	..	..	..	..	..
	Udaiyarpalayam	11	5	..	..	..	..	..	..
	Trichinopoly M.T.	1	1	..	..	..	..	..	..
	Total ..	17	8	1	..	..	..	..	..
Tanjore	Arantangi	15	8	..	..	..	..	..	..
	Mayavaram	22	13	..	..	..	..	..	..
	Nannilam	4	2	..	..	..	..	..	..
	Negapatam	17	10	..	..	..	..	..	..
	Papanasam	..	..	2	2	..	..	..	..
	Pattukottai	12	10	..	..	..	..	..	..
	Shiyali	8	8	..	..	..	..	..	..
	Tiruturaipundi	10	8	1	1	..	..	..	..
	Negapatam M.T.	2	1	..	..	..	..	..	..
	Total ..	93	58	3	3	..	..	..	..
Madura	Dindigul	1	1	2	..	..	..	..	..
	Madura	12	9	..	..	..	..	..	..
	Periyakulam	..	..	..	..	82	18	..	..
	Nilakkottai	1	1	..	..	..	..	..	..
	Dindigul M.T.	1	1	..	..	..	..	..	..
	Madura M.T.	1	..	1	..	..	..	..	..
	Total ..	16	8	3	..	82	18	..	..
Ramnad	Aruppukottai	8	2	..	..	..	..	..	..
	Paramagudi	2	2	..	..	..	..	..	..
	Ramnad	..	..	1	1	..	..	..	..
	Sivaliaputtur	18	10	7	..	..	..	..	..
	Tiruppattur	1	1	2	..	..	..	..	..
	Tiruvadanai	8	8	..	..	..	..	..	..
	Virudhanagar M.T.	..	..	15	9	..	..	..	..
	Total ..	32	18	25	10	..	..	..	..
Tinnevelly	Ambasamudram	1	1	2	..	..	..	..	..
	Sankarancoyilarkovil	1	1	..	..	..	..	..	..
	Srivaikuntam	3	3	..	..	..	..	..	..
	Tinnevelly M.T.	..	..	2	..	..	..	..	..
	Total ..	5	5	4	..	..	..	..	..
Kurnool	Koilkuntla	12	4	..	2	..	..	..	..
	Kurnool	6	3	..	..	..	..	..	..
	Markapur	30	16	..	..	..	..	..	..
	Nandikothur	9	3	..	..	..	..	..	..
	Nandyal	11	3	..	..	..	..	..	..
	Pattikonda	9	4	..	..	..	..	..	..
	Sirvel	12	2	..	..	..	..	..	..
	Kurnool M.T.	..	..	1	..	..	..	..	..
	Nandyal M.T.	98	28	..	..	..	..	..	..
	Total ..	197	61	1	2	..	..	..	..
Cuddapah	Cuddapah	7	3	..	..	..	..	..	..
	Jammalamadugu	15	4	..	..	..	..	..	..
	Kamalapuram	9	6	..	..	..	..	..	..
	Proddatur	6	2	..	..	..	..	..	..
	Total ..	37	14	..	..	..	..	..	..
Bellary	Adoni	148	79	..	..	..	..	..	..
	Alur	12	10	..	..	..	..	..	..
	Hadagalli	..	..	..	..	56	43	..	..
	Hospet	8	8	..	..	19	6	..	..
	Kudligi	3	1	..	..	17	13	..	..
	Siruguppa	3	1	..	..	4	3	..	..
	Adoni M.T.	6	2	..	..	..	..	..	..
	Total ..	273	92	..	..	87	72	..	..
Anantapur	Anantapur	28	8	..	..	..	..	..	..
	Gooty	78	30	..	..	..	..	..	..
	Kadiri	1	..	..	..	..	..	..	..
	Madakasira	..	..	1	..	..	..	..	..
	Penukonda	5	2	..	..	..	..	..	..
	Anantapur M.T.	2	1	..	..	..	..	..	..
	Tadpatri M.T.	11	8	..	..	..	..	..	..
	Total ..	116	49	1	..	..	..	..	..

Name of the district.	Name of taluk (rural) and municipal town.	Cholera.		Smallpox.		Plague.		Relapsing fever.	
		Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.
North Arcot	Arkonam	..	..	14	1	..	..	..	..
	Arni	14	8	2	1	..	..	..	..
	Polur	29	12	..	..	..	..	..	..
	Total ..	43	20	16	2	..	..	..	..
Chittoor	Chandragiri	1	..	5	1	..	..	..	..
	Kalahasti	29	14	..	..	..	..	..	..
	Tirupati M.T.	..	..	2	..	..	..	..	..
	Total ..	30	14	5	1	..	..	..	..
Salem	Hosur	..	..	..	..	..	1	..	..
	Omalur	2	1	..	..	..	..	..	..
	Rasipuram	..	..	16	2	..	..	..	..
	Salem	6	1	..	..	..	..	..	..
	Salem M.T.	4	1	..	..	..	..	..	..
	Total ..	12	7	16	2	..	1	..	..
Coimbatore	Avanashi	2	1	..	..	..	..	..	..
	Dharapuram	..	..	1	..	..	..	..	..
	Erode	1	1	..	..	..	..	..	..
	Kollegal	..	..	..	..	4	1	..	..
	Pollachi	5	5	..	..	..	..	..	..
	Tiruppur M.T.	1	..	..	..	..	..	..	..
	Total ..	10	7	1	..	4	1	..	..
The Nilgiris	Coonoor M.T.	..	..	1	..	..	..	..	..
South Kanara	Coondapur	1	1	..	..	..	..	..	..
	Mangalore M.T.	..	..	2	..	..	..	..	..
	Total ..	1	1	2	..	..	..	..	..
Malabar	Palghat	6	4	6	1	..	..	..	..
	Walavanad	..	..	1	1	..	..	..	..
	Calicut M.T.	..	..	..	..	1	..	..	..
	Total ..	6	4	7	2	1	..	..	..
	Total—Municipalities ..	436	173	28	5	1	..	..	..
	Total—Rural districts ..	2,030	808	108	15	130	92	..	..
	Grand Total ..	2,466	981	136	24	131	92	..	..

Madras, 1st September 1927.

A. J. H. RUSSELL, Lt.-Col., I.M.S.,
Director of Public Health.

JUDICIAL NOTIFICATIONS.

INVESTITURE OF POWERS.

Under section 28 of the Madras Civil Courts Act, 1873, as amended by section 5 of the Madras Civil Courts Act, 1885, and further amended by the Decentralization Act, 1914 (IV of 1914), and the Madras Civil Courts (Second Amendment) Act XVIII of 1926, the High Court is pleased to invest the undermentioned District Munsif with the jurisdiction of a Judge of a Court of Small Causes for the trial of suits cognizable by such Courts arising within the local limits of his jurisdiction up to the amount of Rs. 300 :—

M.R.Ry. Kalpatti Ramaswami Ramakrishna Ayyar Avargal, B.A., B.L., District Munsif of Kundapur in the South Kanara district.

2. The powers given by this notification are personal and will be exercised by the District Munsif only so long as he continues to be District Munsif of the said Court.

3. This notification will have effect from the date of its publication in the *Fort St. George Gazette*.

High Court, Madras,
27th August 1927.

Under Rule 1 of Order XX of the First Schedule of the Code of Civil Procedure, 1908 (as amended by the High Court Notification, dated the 9th November 1914, published at page 2038 of Part II of the *Fort St. George Gazette*, dated the 17th November 1914), and in continuation of previous notifications of the High Court on the subject, the High Court is pleased specially to empower the undermentioned District Munsif to pronounce judgments by dictation to a shorthand writer in open court :—

M.R.Ry. Mangalore Nanappa Bangera Avargal.

R. SATYAMURTI AYYAR,
Acting Assistant Registrar, Appellate Side.

High Court, Madras,
26th August 1927.

INSOLVENCY PETITIONS.

No. 13 of 1927, District Court, Anantapur.

Challa Pedda Narappa—*Petitioner.*
Reddam Bhaskarappa and eleven others—*Counter-petitioners.*

Notice is hereby given that the abovenamed petitioner has applied to this Court for being declared

an insolvent and that the petition stands posted to 18th October 1927 for objections, if any.

L. C. HORWILL,
District Judge.

Anantapur, 26th August 1927.

No. 5 of 1927, DISTRICT COURT, BELLARY.

Kotra Peddo Veerayya, Kotra Arulayyo, Kotra Raghavayya and Kotra Madhavayyo, all are residents of Banvenam, Adoni taluk—*Petitioners.*

Golkonda Kasipathy Chetti and twenty-seven others —*Counter petitioners* (*Creditors*)

Notice is hereby given under section 30 of Act V of 1920 that the abovenamed petitioners (debtors) have been adjudicated as insolvents by an order of this Court dated 10th August 1927, and that this Court has ordered that the petitioners (debtors) should apply for discharge within one year from this date and that the creditors should prove their claims as soon as possible and that a claim may be proved by delivering or sending by registered post to this court an affidavit in Form No. 3 of the Provincial Insolvency Rules, 1922.

No. 8 of 1927, DISTRICT COURT, BELLARY.

Chadde Ademma, widow of Chadde Molla Reddi, Kurmi by caste, aged 24 years, residing in Yemmiganur, Adoni taluk—*Petitioner* (*Debtor*).

Chadde Lakshmamma and ten others—*Counter-petitioners* (*Creditors*).

Notice is hereby given under section 30 of Act V of 1920 that the abovenamed petitioner (debtor) has been adjudicated an insolvent by an order of this Court dated 10th August 1927, and that this Court has ordered that the debtor, Chadde Ademma, should apply for discharge within six months from this date and that the creditors should prove their claims as soon as possible and that a claim may be proved by delivering or sending by registered post to this court an affidavit in Form No 3 of the Provincial Insolvency Rules, 1922.

H. R. BARDSWELL,
District Judge.

Bellary, 27th August 1927.

No. 7 of 1926, DISTRICT COURT, CHINGLEPUT.

V. K. Kuppuswami Chetti—*Petitioner.*
Seshappa Chetti and others—*Creditors.*

Notice is hereby given that the abovenamed petitioner was adjudged an insolvent by an order of this Court dated 30th August 1927 and that he is directed to apply for discharge within one year from that date. All creditors are requested to prove their debts as soon as possible before the Official Receiver, Chinglepat, to whom the petition is transferred for further disposal.

S. WADSWORTH,
District Judge.

Chinglepat, 30th August 1927.

No. 23 of 1926, DISTRICT COURT, KURNOOL.

Venkadari Sankarayya—*Petitioner* (*Debtor*).
Kedati Seshanna and others—*Respondents* (*Creditors*).

Notice is hereby given under section 30 of the Provincial Insolvency Act V of 1920 that the abovenamed petitioner was adjudged an insolvent by an order of this Court, dated 25th August 1927, and that he (petitioner) should apply for final discharge within one year from the said date, i.e., 25th August 1927. All creditors will prove their claims before the Official Receiver, Kurnool, as soon as possible, to whom the petition is transferred for further notice.

S. NILAKANTAM PANTULU,
District Judge.

Kurnool, 29th August 1927.

No. 30 of 1923 (C M P. No. 108 of 1923), DISTRICT COURT, NORTH ARCOT.

Abdul Razack Sahib, son of Haji Nazulla Sahib, Mahammadan, residing at Poria Labbai street, Vellore—*Petitioner* (*Insolvent*).

M Duraiswami Ayyangar and others—*Respondents* (*Creditors*).

Notice is hereby given that the above petitioner (insolvent) Abdul Razack has applied to this Court for the grant of an absolute order of discharge to him and that the said petition is posted to 30th September 1927 for notice to the creditors. Any creditor may in person or through a pleader come and oppose the same.

M. McGILLIGAN,
District Judge.

Vellore, 29th August 1927.

No. 44 of 1927, DISTRICT COURT, SALEM.

Muthu Chetti, son of Periyanna Chetti, Kundi Chetti, son of Muthu Chetti, Mottuyan alias Muthu Chetti, Valli Chetti, Arumugam Chetti and Karuppanna Chetti, sons of Muthu Chetti, at Kichipalayam, Salem—*Petitioners* (*Debtors*).

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovementioned insolvency petition will be heard by this Court on 12th September 1927.

K. GOPALAN NAYAR,
District Judge.

Salem, 29th August 1927.

No. 9 of 1927, DISTRICT COURT, SOUTH ARCOT.

Narayana Mudaliyar, son of Rama Madaliyar, residing at Cuddalore Tirukodur—*Petitioner.*

Narayana Nayaken, son of Mathuswami Nayakan, residing in Fisherman Street, Cuddalore Tirukkoyilur —*Respondent.*

Notice is hereby given under section 19 (2) of the Provincial Insolvency Act to the creditors of the respondent that the petitioner has applied to this Court to adjudge the said respondent insolvent and the petition stands posted to 15th October 1927 for hearing.

No. 10 of 1927, DISTRICT COURT, SOUTH ARCOT.

Notice is hereby given to all, under section 18 (2) of the Provincial Insolvency Act that Subbaraya Reddiyar, son of Venkatrama Reddiyar of Sathuneor, Villupuram taluk, has applied to this Court for being adjudged an insolvent and any of his creditors who wishes to oppose the said application may appear either in person or by pleader before this Court at 10 a.m. on 17th October 1927 and oppose.

L. R. ANANTANARAYANA AYYAR,
Acting District Judge.

Cuddalore, 27th August 1927.

No. 4 of 1927, DISTRICT COURT, VIZAGAPATAM.

Batta Veeranandhara, son of Gangundhara, 33 years, Telugu, Village Munsif, residing at Gulugunda in Narsapatam taluk—*Petitioner.*

Notice is hereby given, under section 19 (2) of Act V of 1920, that the abovenamed petitioner has filed

an application praying that he may be adjudged an insolvent and that the said petition stands posted to 23rd September 1927 for hearing objections.

P. C. LOBO,
District Judge.

Visagapatam, 26th August 1927.

No. 2 of 1925, SUB-COURT, BAPATLA.

Kongara Sriramulu, son of Ramayya, Kamma and cultivator of Morampudi, Tenali taluk—*Insolvent.*

Notice is hereby given under section 37 of Provincial Insolvency Act V of 1920 that the order of this Court, dated 16th April 1925, adjudicating the above person an insolvent was annulled by this Court on 25th August 1927 as he failed to apply for discharge within the time allowed.

No. 14 of 1925 (I.A. No. 189 of 1927), SUB-COURT, BAPATLA.

Gattupalli Seshayya, son of Venkatasubbarayudu of Mukampadu, Bapatla taluk—*Petitioner (Insolvent).*

Dasari Parasuramayya and others—*Counter-petitioners (Creditors).*

Notice is hereby given under section 41 of Act V of 1920 that the abovenamed petitioner has filed an application in this Court requesting to pass an order of discharge and that the said petition stands posted to 19th September 1927 for hearing.

No. 45 of 1927, SUB-COURT, BAPATLA.

Manne Krishnayya and Venegandla Bhooshayya—*Petitioners (Creditors).*

Kolipara Anjayya, son of Vityamma, Kamma of Penumarru—*Counter-petitioner (Debtor).*

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovenamed petitioners have filed an application in this Court requesting to adjudicate the counter-petitioner as insolvent and that the said petition stands posted to 26th September 1927 for hearing.

A. S. KRISHNASWAMI AYYAR,
Principal Subordinate Judge.

Bapatla, 30th August 1927.

No. 1 of 1927, SUB COURT, BERHAMPUR

Raghunadha Pramila Patnaik, residing at Russelkonda—*Petitioner (Debtor).*

Damodara Mahanti and four others—*Respondents (Creditors).*

Notice is hereby given that the abovenamed petitioner (debtor) has applied to this Court under section 10 (1) of Act V of 1920 praying to adjudge him insolvent and that the said petition stands posted for hearing in this Court on the 20th day of September 1927. Any creditor wishing to oppose the said petition may appear before this Court either in person or by pleader on the said date.

N. NARASIMHAM,
Acting Subordinate Judge.

Berhampur, 13th August 1927.

No. 17 of 1927, SUB-COURT, BEZWADA.

Suryadevara Seetaramayya, son of Venkayya, 55 years, Kamma, Somavaram, Nandigama taluk—*Petitioner (Debtor).*

Nadalla Guravayya and fifteen others—*Counter-petitioners (Creditors).*

Notice is hereby given under section 19 (2) of the Provincial Insolvency Act V of 1920 that the abovenamed petitioner has applied to this Court for being declared insolvent and that his petition stands posted to 29th September 1927 for hearing the objections. Any creditor wishing to oppose the same may appear either in person or by vakil on the said day.

C. V. SAMPATH AYYANGAR,
Subordinate Judge.

Bezwada, 27th August 1927.

No. 4 of 1927, SUB-COURT, CHITTOOR

A. Subramaniyam Nayudu—*Petitioner (Debtor).*

Gangammal alias Lakshmammal, T. Munuswami Nayudu, Govindaswami Nayudu, K. Chinna Seshama Chetti, S. Rajagopala Nayudu, A. Narasamma Chetti, Sri Mahant Prayag Dossji Varu, Seshachala Mudali, Ethirajala Chetti, M. Seshamma Nayudu, Rajen Kumara Venkata Perumal Raj Bahadur Varu, M. Ethirajulu Nayudu, P Pottiammal, Natesa Reddi, Balasundara Reddi, Munuswami Nayudu, A. Obal Raju, Muthoshari, Pennuswami Reddi, Rama Nayudu, Kuppa Nayudu, Lakshmi Ammal, V. Subbaraya Chetti, Rama Reddi and Bali Reddi—*Respondents (Creditors).*

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovenamed petitioner has applied to this Court for being declared an insolvent and that his petition stands posted to 16th September 1927. Any creditor wishing to oppose the same may do so either in person or by vakil on the said date.

No. 5 of 1927, SUB-COURT, CHITTOOR

Yegnam Sriramulu Nayudu son of Narayanaswami Nayudu, residing at Gattakindapalli, Chittoor taluk—*Petitioner (Debtor).*

Papadesa Rama Nayudu, Narayana Reddi, Dasirapalle Co-operative Bank by its Secretary Dasirapalli, Bavaji Sahib Pattabhi Chetti, Dharmakartha of Sri Ekambareswaraswami temple, Yadamari, Sambasiva Pillai, Velur Mani Reddi, Krishnampalli Venkatareddi, Nadipanna, Marisetti Narasimhulu, Papisetti Chendroyanari, Nallanna alias Linganna Nayudu—*Respondents (Creditors).*

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovenamed petitioner has applied to this Court for being declared an insolvent and that his petition stands posted to the 24th day of September 1927. Any creditor wishing to oppose the same may do so either in person or by vakil on the said date.

K. APPAJI RAO,
Subordinate Judge.

Chittoor, 25th August 1927.

No. 4 of 1927, SUB-COURT, KURNOOL.

Sangana Kotayya, son of Ramayya, resident of Doddampalli, hamlet of Sanjeevarampeta, Cumbum taluk—*Petitioner*

The above petitioner was adjudged insolvent by an order of this Court, dated 15th August 1927. Creditors to prove their debts before the Official Receiver, Kurnool, within three months. Time for applying for discharge in nine months.

No. 24 of 1927, SUB-COURT, KURNOOL.

(1) Kanda Gaddala Rangayya and (2) Kanda Gaddala Chinna Rangayya, sons of Rangayya of Voldurthi, Dhone taluk—*Petitioners (Insolvents).*

Gunda Subbayya and others—*Creditors.*

Notice is hereby given under section 19 of Act V of 1920 that the abovenamed petitioners have applied to this Court praying that they

may be adjudged insolvents and the petition stands posted to 26th September 1927 for hearing. Any creditor wishing to oppose the same may do so either in person or by pleader on the said date.

No. 25 of 1927, SUB-COURT, KURNOOL.

Ikyala Kotha Kondayya, son of Nagisetty, resident of Ikyala, Nandikotkur taluk—*Petitioner.*
Saminthi Narasayya and others—*Creditors.*

Notice is hereby given under section 19 of Act V of 1920 that the abovenamed petitioner has applied to this Court praying that he may be adjudged insolvent and the petition stands posted to 10th October 1927 for hearing: Any creditor wishing to oppose the same may do so in person or by pleader on the said date.

No. 26 of 1927, SUB COURT, KURNOOL.

(1) Magam Govindappa and (2) Mirayala Venkata Sobbayya of Revanuru, Koilkuntla taluk—*Petitioners (Creditors).*
Pasurlei Pedda Ramireddy, son of Vengalreddy of Revanuru, Koilkuntla taluk—*Respondent.*

Notice is hereby given under section 19 of Act V of 1920 that the abovenamed petitioners have applied to this Court praying that the respondent may be adjudged insolvent and the petition stands posted to 29th September 1927 for hearing. Any creditor and respondent wishing to oppose the same may do so either in person or by pleader on the said date.

No. 27 of 1927, SUB-COURT, KURNOOL.

(1) Perumalla Papayya and (2) Perumalla Subbaramayya, sons of Swami of Regadigudure, Nandikotkor taluk—*Petitioners.*
Vangala Lingareddy and others—*Creditors.*

Notice is hereby given under section 19 of Act V of 1920 that the abovenamed petitioners have applied to this Court praying that they may be adjudged insolvents and the petition stands posted to 30th September 1927 for hearing. Any creditor wishing to oppose the same may do so either in person or by pleader on the said date.

No 24 of 1927, SUB-COURT, KURNOOL.

(1) Kasula Seshayya, son of Subbanna of Veravalai, Kurnool taluk—*Petitioner.*
Annam Thimma Reddi and seventy-two others—*Creditors.*

Notice is hereby given under section 19 of Act V of 1920 that the abovenamed petitioner has applied to this Court praying that he may be adjudged insolvent and the petition stands posted to 28th September 1927 for hearing. Any creditor wishing to oppose the same may do so either in person or by pleader on the said date.

No. 29 of 1927, SUB-COURT, KURNOOL.

The firm of Vannaji Kasthurchand by Dhanmal and others, Kurnool—*Petitioners (Creditors)*
Nowalle Ummer Sahib, son of Mohadin Sahib of Kurnool—*Respondent.*

Notice is hereby given under section 19 of Act V of 1920 that the abovenamed petitioners have applied to this Court praying that the 1st respondent may be adjudged insolvent and the petition stands posted to 17th October 1927 for hearing Any creditor and respondent wishing to oppose the same may do so either in person or by pleader on the said date.

No. 30 of 1927, SUB-COURT, KURNOOL.

Thamballa Nagayya and Thamballa Veerayya, sons of Seshayya, residents of Uppaneella Govindamma, Koilkuntla taluk—*Petitioners.*
Thamballa Ramayya and others—*Creditors.*

Notice is hereby given, under section 19 of Act V of 1920, that the abovenamed petitioners have applied to this Court praying that they may be adjudged insolvents and the petition stands posted to 21st October 1927 for hearing. Any creditor wishing to oppose the same may do so either in person or by pleader on the said date.

K. SAMBASIVA RAO NAYUDU,
Subordinate Judge.

Karnool, 27th August 1927.

No. 32 of 1923, SUB-COURT, MADURA.

S. T. K. Subbarayalu Ayyar, residing at Nilakotta—*Petitioner (Insolvent).*
N. K. S. Karuppan Chettiyar and eleven others—*Respondents (Creditors).*

Notice is hereby given under section 43 of Act V of 1920 that the order of adjudication, dated 8th April 1924, passed in favour of the petitioner, has been annulled on the application of the 3rd respondent, Muthukaruppan Chettiyar, in I A. No. 129 of 1927, dated 19th July 1927; but the properties of the insolvent will vest in the Official Receiver, Madura, under section 37 of Act V of 1920.

M.P. No. 175 of 1927, SUB-COURT, MADURA—
No. 22 of 1923, DISTRICT COURT, MADURA.

N. Ganapathy Ayyar, son of Narayana Ayyar, residing at North Chitrai street, Madura, and N. Subramania Ayyar (died)—*Petitioners (Insolvents).*
The Good-Year Products Distributing Company and fifteen others—*Respondents (Creditors).*

Notice is hereby given that the abovenamed 1st petitioner (1st insolvent) has applied to this Court under section 41, Act V of 1920 for an order of absolute discharge being passed in his favour and that the said petition stands posted for hearing in this Court on 21st October 1927.

No. 34 of 1926, SUB-COURT, MADURA.

T. P. V. Subbier and Brothers through one of its partners Ramakrishnier, son of Venkatachalapathi Ayyar, residing at East Veli street, Madura—*Petitioner (Creditor.)*
(1) Vythiam Nagendra Ayyar, residing at Perumal Koil street, Madura town, (2) Sundararaja Ayyar, (3) Seetharama Ayyar and (4) Narasimha Ayyar, sons of 1st respondent, residing at Perumal Koil street, Madura town—*Respondents (Insolvents).*

Notice is hereby given under section 43 of Act V of 1920 that the order of adjudication, dated 5th December 1925, passed in favour of the respondents, has been annulled on the application of the petitioner in I.A. No. 1003 of 1926, dated 2nd August 1927; but the properties of the insolvents will vest in the Official Receiver, Madura, under sec ... of Act V of 1920.

B. VENKATA RAO,
Second Additional Subordinate Judge.

Madura, 26th August 1927.

No. 6 of 1925 (I.A. No. 1095 of 1927), SUB-COURT, MASULIPATAM.

Manikonda Venkatramaiah—*Petitioner.*
Sama Ramalenhuam and others—*Creditors.*

Notice is hereby given under section 41 of Act V of 1920 that the abovenamed petitioner has applied to this Court for his discharge and that the

said petition stands posted to 3rd October 1927. Any creditor wishing to oppose the same may appear before this Court in person or by pleader at 11 a.m. on the aforesaid date.

No. 19 of 1927, SUB-COURT, MASULIPATAM.

Chintapalli Nagayya—*Petitioner* (*Creditor*).

Adusumilli Venkataramayya (Insolvent) and Vappalapati Subbayya and others—(*Creditors*) *Respondents*.

Notice is hereby given under section 19, clause (1) of Act V of 1920 that the abovenamed petitioner has applied to this Court to adjudge the first respondent an insolvent and it is posted for hearing to 28th September 1927. Anyone wishing to oppose the same may appear in person or by pleader at 11 a.m. on the aforesaid date.

T. BHUJANGA RAO,
Principal Subordinate Judge.

Masulipatam, 28th August 1927.

No. 30 of 1926, SUB COURT, THE NILGIRIS.

F. Francis, Indian Christian, aged about 45 years, milk supplier, residing at Harrington Lodge, Ootacamund—*Petitioner* (*Insolvent*).

Kutti Chetti and eight others—*Creditors*

Notice is hereby given, under section 37 (2) of Act V of 1920 that the order of this Court, dated 16th November 1926, adjudging the aforesaid petitioner an insolvent, is annulled under section 43 (1) of Act V of 1920 by an order of this Court, dated 23rd August 1927.

No. 43 of 1926, SUB-COURT, THE NILGIRIS.

Dalimalla, son of Andi Gowder, Badaga ryot, aged about 40 years, residing at Kavaratti, Hullatti circuit—*Petitioner* (*Insolvent*).

B Kappini Gowder and sons and four others—*Creditors*

Notice is hereby given under section 37 (2) of Act V of 1920 that the order of this Court, dated 2nd December 1926, adjudging the aforesaid petitioner an insolvent, is annulled under section 43 (1) of Act V of 1920 by an order of this Court dated 23rd August 1927.

U. RAMUNNI MENON,
Subordinate Judge.

Ootacamund, 23th August 1927.

No. 5 of 1927, SUB-COURT, OTTAPALAM.

Rishiseradamangalam gramam Venkiteswara Patter's son Narayanan Patter and another—*Petitioners*.

Thenailapuram gramom Parasu Patter's son Krishna Patter (family manager) and Ramakrishna Ayyar—*Respondents*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovenamed petitioners have applied to this Court to declare the respondents insolvents in their individual capacity and first respondent as joint family manager and that the said petition stands posted to 26th October 1927 for hearing.

M. NARAYANAN NAYAR,
Subordinate Judge.

Ottapalam, 29th August 1927.

No. 2 of 1927, SUB-COURT, TINNEVELLY.

T. Krishnaswami Nayudu and three others—*Petitioners* (*Creditors*).

Muthuswami Nayudu, son of Subba Nayudu, Kilapalkam, Tenkasi, and Gopala Nayudu, son of Perumal Nayudu, Kilapalkam, Tenkasi—*Respondents* (*Debtors*).

Notice is hereby given under section 30 of Act V of 1920 that the abovenamed respondents have been adjudged insolvents by order of this Court, dated the 22nd August 1927, that the aforesaid insolvents should apply for his discharge on or before the 22nd August 1928, that creditors should prove their claims as soon as possible and that a claim may be proved by delivering or sending by registered post to the Official Receiver an affidavit in Form No 3 prescribed in the Madras Provincial Insolvency Rules, 1922.

No. 34 of 1927, SUB-COURT, TINNEVELLY.

Asaimalai Chettiyar and two others—*Petitioners* (*Creditors*).

Tirumalaiandi Moopanar, son of Nallakuttala Moopanar, Thenbothai, Tenkasi taluk—*Respondent* (*Debtor*).

Notice is hereby given under clause (2) of section 19 of Act V of 1920 that the abovenamed petitioners have applied to this Court to adjudge the respondent an insolvent and that their application stands posted for hearing to the 30th day of October 1927. Respondent wishing to oppose the said application may appear before the Court either in person or by vakil on the said date.

V. K. KRISHNAN NAMBIYAR,
Additional Subordinate Judge.

Tinnevelly, 26th August 1927.

No. 4 of 1927, DISTRICT MUNSIF'S COURT, CHICACOLE.

Pulla China Appadu—*Petitioner*.

Gondu Simmanna and three others—*Counter-petitioners*.

Notice is hereby given that the abovenamed petitioner has applied to this Court for being adjudged insolvent and that his petition stands posted to the 3rd day of October 1927 and that all the creditors wishing to oppose the same may appear on that date either in person or by pleader.

No. 5 of 1927, DISTRICT MUNSIF'S COURT, CHICACOLE.

Pulla Bankivadu—*Petitioner*.

Gondu Simmanna and twelve others—*Counter-petitioners*.

Notice is hereby given that the abovenamed petitioner has applied to this Court for being adjudged insolvent and that his petition stands posted to the 3rd day of October 1927 and that all creditors wishing to oppose the same may appear on that date either in person or by pleader.

D. B. KRISHNAMURTI,
Principal District Munsif.

Chicacole, 25th August 1927.

No. 4 of 1927, SPECIAL DISTRICT MUNSIF'S COURT, COIMBATORE.

Nanjayya Kavandan, son of Kalappa Kavandan, residing at Mettupalayam, Avanashi taluk—*Petitioner* (*Debtor*).

L. Muhamad Bava Rowther and ten others—*Respondents* (*Creditors*).

Notice is hereby given under section 10 (2) of Act V of 1920 that the abovenamed petition will be heard by this Court on 17th October 1927.

E. G. BARTER,
Special District Munsif.

Coimbatore, 25th August 1927.

No. 4 of 1927, District Munsif's Court, Gobichettipalayam.

Subba Pandaram, son of Rayapandaram, residing at Pathupalayam, Veerapondi Group, Gobichettipalayam taluk—*Debtor (Petitioner)*.

Ramaswami Chettiyar and four others—*Respondents*.

Notice is hereby given under section 30 of Act V of 1920 that the petitioner abovenamed has been adjudged an insolvent by an order of this Court, dated 8th August 1927, and that the said petitioner should apply for discharge within nine months from the said date, and that all the creditors should prove their claims as early as possible before the Official Receiver, Coimbatore, to whom the petition is transferred for further disposal.

R. LAKSHMINARASIMHA AYYAR,
District Munsif.

Gobichettipalayam, 27th August 1927.

No. 16 of 1927, District Munsif's Court, Kavali.

Jajula Subbayya, son of Pottayya, Golla and cultivator at Bhimavaram, Kandukur taluk—*Insolvent*.

Talisetti Hanumanthusetti and eight others—*Creditors*.

Notice is hereby given that the abovenamed insolvent has applied to this Court under section 19 (2) of Act V of 1920 for being declared insolvent and that his application stands posted to 4th October 1927 for hearing. Any creditor wishing to oppose the same may appear before this Court either in person or by pleader on the said date.

K. SATYANARAYANAMURTI,
District Munsif.

Kavali, 25th August 1927.

No. 7 of 1927, District Munsif's Court, Krishnagiri.

(1) Buchayya Chetti, son of Venkatappa Chetti and (2) Venkataramo Chetti, son of the first petitioner, both residing at Hosur—*Petitioners*.

Balasa Annayya Chetti and others—*Respondents*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovenamed petitioners have filed an application in this Court praying that they may be adjudged insolvents, and that the said petition stands posted to 20th September 1927 for hearing objections.

O. GOMATI RAO,
District Munsif.

Krishnagiri, 29th August 1927.

No. 19 of 1926, District Munsif's Court, Kumbakonam.

Veeraswami Nayudu—*Petitioner*.

Singaram Chettiyar and five others—*Respondents*.

Notice is hereby given that Veeraswami Nayudu, son of Narayanaswamy Nayudu, residing in No. 25, Uppukara street, Kumbakonam Town, was adjudicated an insolvent as per order dated 29th July 1927 on C.M.A. No. 25 of 1927 on the file of the District Court, Tanjore West, preferred against the order of this Court, dated 12th March 1927, in the above insolvency petition and that as per order of this Court, dated 15th August 1927, his properties vest in the Official Receiver, West Tanjore, and that he should apply for his final discharge on or before 15th February 1928.

P. RANGASWAMI AYYANGAR,
District Munsif.

Kumbakonam, 29th August 1927.

No. 16 of 1927, District Munsif's Court, Madrapur.

Tallam Subbayya, son of Buchayya, Vaisya, trader of Cumbum—*Petitioner*.

Javvaji Kasayya and eighteen others—*Creditors*.

Notice is hereby given that the petitioner herein has been adjudged an insolvent by an order of this Court, dated 19th August 1927, and that the said petitioner should apply for discharge within six months from the said date (19th August 1927) and that all the creditors should prove their claims in three months before the Official Receiver, Kurnool, to whom the petition is transferred for further disposal.

V. V. S. AVADHANI,
District Munsif.

Markapur, 24th August 1927.

No. 2 of 1927, District Munsif's Court, Nandyal.

Aroveti Chenchu Nagiah, residing at Chagalamarri—*Petitioner (Debtor)*.

Kowi Setti Tripelieh and others—*Respondents (Creditors)*.

Notice is hereby given that the abovenamed petitioner (debtor) has applied to this Court under section 10 (1) of Act V of 1920 praying to adjudge him insolvent and that the said petition stands posted for hearing in this Court on 16th September 1927. Any creditor wishing to oppose the said petition may appear before this Court either in person or by pleader on the said date.

No. 4 of 1927, District Munsif's Court, Nandyal.

Beeram Pedda Papi Reddi and Beeram Nadipi Subba Reddi alias Kariey Subba Reddi—*Petitioners*.

Kalku Reddi Ramaswami Reddi and others—*Respondents (Creditors)*.

Notice is hereby given that the abovenamed petitioners (debtors) have applied to this Court under section 10 (1) of Act V of 1920 praying to adjudge them insolvent and that the said petition stands posted for hearing in this Court on 7th September 1927. Any creditor wishing to oppose the said petition may appear before this Court either in person or by pleader on the said date.

No. 6 of 1927, District Munsif's Court, Nandyal.

Marshti Pulliah—*Petitioner (Debtor)*.

Venkadara Kondiah and others—*Respondents (Creditors)*.

Notice is hereby given that the abovenamed petitioner (debtor) has applied to this Court under section 10 (1) of Act V of 1920 praying to adjudge him insolvent and that the said petition stands posted for hearing in this Court on 20th September 1927. Any creditor wishing to oppose the said petition may appear before this Court either in person or by pleader on the said date.

M. S. RAMANUJA AYYANGAR,
District Munsif.

Nandyal, 26th August 1927.

No. 29 of 1927, DISTRICT MUNSIF'S COURT, NEGAPATAM.

P. Nateen Asari, son of Periyanna Asari at Perumal Coil West street, Negapatam—*Petitioner (Insolvent).*

Rathna Pattar and twelve others—*Respondents.*

Take notice that the petitioner aforesaid has applied to this Court for being adjudged an insolvent and that his petition is posted to 29th September 1927 in this Court for objections of respondents, if any, and for adjudication.

T. VASUDEVA RAO,
District Munsif.

Negapatam, 24th August 1927.

No. 7 of 1927, DISTRICT MUNSIF'S COURT, NELLORE.

Gummadur Lakshmikantha Rao, son of Achayya Pantula, Brahman, and resident of Thipparajuvari street, Nellore—*Petitioner*

Y. E. R. Kannappa Setti and six others—*Respondents.*

Notice is hereby given that under section 30 of Act V of 1920 the abovenamed petitioner was adjudged an insolvent on 22nd August 1927, that the petitioner has been directed to apply for discharge within six months from that date, that Official Receiver, Nellore, is appointed Receiver to the estate of the petitioner and that creditors should prove their debts on or before 22nd November 1927.

A. S. VIRASWAMI AYYAR,
Principal District Munsif

Nellore, 26th August 1927.

No. 8 of 1927, DISTRICT MUNSIF'S COURT, PALGHAT.

Pallayil Pushanmala Mudali's son Narayana Mudali of Kotumba—*Petitioner.*

P. R. Nanu Pattar and others—*Respondents.*

Notice is hereby given that the petitioner abovenamed has applied to this Court to adjudge him an insolvent and the petition is posted to 24th September 1927 for hearing in this Court.

M. C. KRISHNAN NAMBIYAR,
Principal District Munsif.

Palghat, 25th August 1927.

No. 20 of 1927, DISTRICT MUNSIF'S COURT, POONAMALLEE.

Venugopaul Nayudu, son of Ramaswami Nayudu, residing at No. 17, Sunderaja Perumal Kovil street, Puravallore, Saidapet taluk—*Petitioner (Debtor).*

Kavali Seshachala Reddi and others—*Counter-petitioners (Creditors)*

Notice is hereby given that under section 19 (2) of Act V of 1920 the abovenamed petitioner has applied for being declared an insolvent and that his application is posted to 24th October 1927 for hearing before this Court.

No. 22 of 1927, DISTRICT MUNSIF'S COURT, POONAMALLEE.

Muruswami Nayakan, son of Murugappa Nayakan of Malayambakkam, Sriperumbadur taluk—*Petitioner (Insolvent),*

Samiyone Mudali and others—*Counter-petitioners (Creditors).*

Notice is hereby given that under section 30 of Act V of 1920 the abovenamed petitioner was adjudicated an insolvent on the 24th August 1927. The petitioner has been directed to apply for his discharge within six months from the date. All his creditors are required to prove their claims as soon as possible by delivering by registered post to the Official Receiver, Chingleput, an affidavit in Form No 3 of the Madras Provincial Insolvency Rules.

K. PARTHASARATHI AYYANGAR,
District Munsif.

Poonamallee, 29th August 1927.

No. 14 of 1927, DISTRICT MUNSIF'S COURT, RAMACHANDRAPURAM.

Chikkala Raja alias Bullayya—*Petitioner (Insolvent),*

Merla Narasamma and six others—*Creditors.*

Notice is hereby given that the abovenamed petitioner has applied to this Court to be adjudged an insolvent and the petition stands posted to 29th September 1927.

V. N. RAMANATHA RAO,
Acting District Munsif.

Ramachandrapuram, 27th August 1927.

No. 3 of 1926 (M.P.R. No. 129 of 1927), DISTRICT MUNSIF'S COURT, TIRUKKOYILUR— No. 27 of 1926, OFFICIAL RECEIVER'S COURT, SOUTH ARCOT.

Veeraswami Reddi—*Petitioner (Insolvent).*

Kanuappa Chetty, by agent Venkataramma Ayyar and others—*Respondents (Creditors).*

Notice is hereby given that the abovenamed petitioner has applied to this Court for an order of absolute discharge under section 41 of Act V of 1920 and that the said petition stands posted to 8th September 1927 for hearing. Any creditor wishing to oppose the same may appear before this Court either in person or by pleader by 10 a.m. on the said date.

N. KRISHNASWAMI,
District Munsif.

Tirukkoyilur, 25th August 1927.

No. 5 of 1927, District Munsif's Court, Tuticorin.

S. Velayudham Pillai—*Petitioner.*
Ahmkhan and six others—*Creditors.*

Notice is hereby given that the petitioner aforesaid has applied to this Court for adjudging him an insolvent and that his petition stands posted to 12th September 1927 for hearing the objections of the creditors. Any creditor who is willing to oppose the same may appear before this Court on 12th September 1927 either in person or by vakil.

T. K. GOVINDA AYYAR,
District Munsif.

Tuticorin, 27th August 1927.

No. 6 of 1927, District Munsif's Court, Vizianagram.

Vemmi Ramaswami—*Petitioner.*
Vaddadi Yellamma and others—*Creditors.*

Notice is hereby given under section 30 of Act V of 1920 that the abovenamed petitioner has been adjudged an insolvent by an order of this Court, dated 13th August 1927, that the aforesaid insolvent should apply for discharge before 13th May 1928, that the Official Receiver, Vizagapatam, has been appointed Receiver and that the creditors should prove their claims before the said Official Receiver as early as possible in accordance with rules.

K. N. KUMARASWAMI AYYAR,
Principal District Munsif.

Vizianagram, 24th August 1927.

No. 25 of 1924 (I.A. No. 178 of 1927), Official Receiver's Court, Salem.

Sivagurunatha Chetti, son of Adhanari Chetti, now at Erode—*Insolvent.*

The abovenamed insolvent has been granted a absolute order of discharge by the District Judge Salem, under section 41.

No. 9 of 1925, Official Receiver's Court, Salem.

Ardhanari Kavandan, son of Etti Kavandan, at Naravalur agraharam, Pudur, Namakkal taluk—*Insolvent.*

The order of adjudication passed against the abovenamed insolvent is annulled by the District Judge under section 43 (1).

C. V. RAMANUJACHARIYAR,
Official Receiver.

Salem, 26th August 1927.

No. 33 of 1923, Official Receiver's Court, Tinnevelly—No. 47 of 1922, District Court, Tinnevelly.

P. K. Maharaja Pillai—*Insolvent.*
M. Muthuswami Reddiyar and others—*Creditors.*

Notice is hereby given that creditors of the abovesaid insolvent are required to prove their debts on or before the 17th day of October 1927; failing which final dividend will be declared and distributed without regard to their claims.

R. RAJAGOPAL,
Official Receiver.

Kokkarakulam, 26th August 1927.

II-6

IN THE MATTER OF THE INDIAN COMPANIES ACT, 1913 (ACT VII OF 1913) AND THE MADRAS NATIVE PERMANENT FUND, LIMITED.

Notice pursuant to section 172 (2).

It is hereby notified that the High Court of Madras has, by an order, dated 5th May 1927, in O.P. No. 75 of 1927 directed that the Madras Native Permanent Fund, Limited, be wound up by the said Court under the provisions of the Indian Companies Act, 1913 (Act VII of 1913).

V. S. CHENGALVARAYA PILLAI,
Assistant Registrar of Joint Stock Companies.

Madras, 25th August 1927.

MARINE NOTIFICATION.

NOTICE TO MARINERS.

No. 34 of 1927.

India—West Coast—Cochin Inner Harbour.

[*Ref.*—The office Notice to Mariners No. 33 of 1927.]

A Red Conical Buoy has been placed in Cochin Inner Harbour in 12 feet L.W.S.T. on 24th August 1927 to mark the extreme Eastern Limit of temporary anchorage for Native sailing vessels the old anchorage now being occupied by Dredger 'Lord Willingdon' on reclamation work and her mooring wire buoys and anchors.

Masters of sailing vessels under 100 tons entering the Inner Harbour without a Pilot should exercise great caution and it is considered advisable for Masters of vessels irrespective of tonnage to engage the services of the Port Pilot when entering the Inner Harbour at Cochin.

W. L. KELLY, Commander, R.N.R. (Retd.),
Offg. Presidency Port Officer.

Madras, 27th August 1927.

REVENUE NOTIFICATIONS.

MINING CERTIFICATE.

The person named below has been granted a certificate of approval under the Mining Rules which will be in force up to 31st December 1927:—

[Area over which the person proposes to prospect or mine—Madras Presidency.]

Date of order granting the certificate—
23rd *August* 1927.

Name and address.

M.R.Ry. Kolli Venkatasubba Reddi, Pathakhanpet, Nellore.

B. G. HOLDSWORTH,
Secretary.

Board (Land Revenue and Settlement),
Madras, 23rd August 1927.

NOTIFICATIONS.

No. 10.—In virtue of the powers delegated by clause XIII (2) of the Government Notification

No. 485, dated 13th July 1896, as subsequently amended and of the orders of Government in G.O No. 1403, Revenue, dated 21st July 1927, the Commissioner of Excise hereby prescribes under clause (*b*) of section 29 (2) of the Madras Abkari Act, I of 1886, the following rules for the formation of and conduct of business by the Excise Advisory Committee for revenue divisional areas including the smaller municipalities.

RULES.

1. For each revenue divisional area including the municipalities therein for which no Excise Licensing Boards have been constituted and in which these rules shall be extended by the Commissioner of Excise an Excise Advisory Committee shall be appointed.

2. the Committee shall consist of—

(*a*) the Revenue Divisional Officer for the area,

(*b*) the Assistant Superintendent of Police or Deputy Superintendent of Police or Inspector of Police as may be nominated by the District Superintendent of Police,

(*c*) the Assistant Commissioner of Excise or the Excise Inspector for the area or Assistant Inspector as may be appointed by the Commissioner of Excise,

(*d*) one member of the municipal council elected by each municipality in the area, who shall demit office on his ceasing to be a councillor of the municipality,

(*e*) one member from each taluk board comprised in the revenue division, if more than one taluk board is so included ; or if the revenue division includes only a single taluk board, the two members for such taluk board. Members under this clause shall be elected by the taluk boards concerned and shall demit office on ceasing to be taluk board members,

(*f*) one person elected from among themselves by the classes of excise licensees mentioned in rule 12 below holding licences in the area, who shall demit office when he ceases to hold any such licence,

(*g*) one member residing in the area elected by existing recognized temperance organizations if any or nominated by the Collector if none such exists ; and

(*h*) one member from among the labouring or depressed classes elected by recognized labour organizations if any or nominated by the Labour Commissioner if none such exists.

3 (*a*) The Committee shall elect its own chairman.

(*b*) The Tahsildar or the Deputy Tahsildar at the headquarters of the revenue division shall be secretary of the Committee.

4. (*a*) For the elected seats mentioned in clauses (*d*), (*e*), (*g*) and (*h*), the Collector shall give at least one month's notice to the body concerned to elect its representatives and communicate the result to him.

(*b*) In order to elect a representative of the excise licensees the Collector shall fix a date and time for the election and appoint a recording officer (who may be the Inspector of Excise for the area in question) and give at least ten days' clear notice of such election to all licensees holding licences of the classes mentioned in rule 12 by publication in the district gazette. Voting shall be by ballot. If the excise licensees fail to avail of the concession to elect, the Collector may nominate a licensee to the seat.

5. The tenure of office of the Committee shall be for a period of three years.

6 (*a*) If the municipal councils or taluk boards or the bodies or classes referred to in rule 2 (*d*), (*e*), (*f*), (*g*) and (*h*) fail to elect their representatives within the prescribed date, the District Collector shall appoint representatives from the bodies concerned, and if the representatives so appointed decline the seats, shall fill them in such manner as may, in his opinion, secure adequate representation of non-official opinion.

(*b*) When a vacancy occurs in the Committee during its term of office the Collector shall at once arrange to have the vacancy filled (as the case may require) either by himself making a nomination or by calling upon the officer competent to nominate to fill up the vacancy in the case of nomination seats or the body concerned to elect a substitute in the case of elected seats and in case such body does not elect a representative, the Collector shall nominate a suitable person instead.

7. The quorum for a meeting of the Committee shall be five ; and in the event of less than five members being present the meeting shall be adjourned to some future date and reasonable notice of the date fixed for the adjourned meeting shall be given to all the members of the Committee, and for such adjourned meetings a quorum of three shall be sufficient.

8. All questions discussed shall be decided by voting and the opinion of the majority shall prevail. The chairman shall have a second or casting vote in the event of an equal division of votes.

9. Generally ten days' notice shall be given of the questions to be discussed at any meeting.

10. In the minutes of each meeting the reasons for each decision shall be briefly but clearly stated, and the number of votes for or against the proposal before the Committee or any amendment thereto shall be recorded.

11. The chairman shall, within seven days of each meeting, communicate a copy of the minutes of the meeting to the members of the Excise Advisory Committee and to the Collector of the district.

12. The duties of the Committee will be to advise regarding the number and location of shops under the following kinds of licences :—

(*a*) shops for the retail sale of country spirits, toddy, opium and hemp drugs, and

(*b*) F.L. taverns and beer shops.

13. The Committee shall meet—

(i) for the purpose of rule 12—

(*a*) not later than the 15th November to prepare the preliminary list of all shops of the kinds mentioned in rule 12 except toddy shops and the limits within which they may be opened for the next lease ; for this purpose the list of such shops proposed by the Collector for the ensuing lease shall be laid before the Committee. It shall immediately publish the preliminary list thus arrived at in such manner as it may determine together with a notification that objections thereto may be submitted in writing to the Committee not more than 21 days from the date of such publication ;

(*b*) not later than one month from the date of publication of the preliminary list to consider objections, if any, thereto and modify, if it thinks fit, the preliminary list in respect only of the specific objections received, the list so modified being the Committee's final recommendation for the lease to which it relates ;

(*c*) not later than the 15th in the month of May, to prepare the preliminary list of toddy shops and the limits within which they may be opened for the next lease ; for this purpose the list of such shops proposed by the Collector for the ensuing lease shall be laid before the Committee ; it shall publish immediately the preliminary list thus arrived at in such manner as it may determine

together with a notification that objections thereto may be submitted in writing to the Committee not more than twenty-one days from the date of such publication;

(*d*) not later than one month from the date of publication of the preliminary list to consider objections, if any, thereto and to modify, if it thinks fit, the preliminary list in respect only of the specific objections received, the list so modified being the Committee's final recommendation for the lease to which it relates;

(ii) (*a*) when convened by the chairman, on the requisition of the Collector for the purpose of giving advice on matters connected with excise;

(*b*) when convened by a requisition addressed to the chairman by not less than five members in order to consider and make representations to the Collector regarding any specific matter affecting the excise administration in the area.

14. The Committee shall communicate its decision on the matters referred to in rule 13 (i) (a) to (*d*) to the Collector within seven days subsequent to the date of such decision and, if the Committee fails so to communicate, the Collector may proceed himself to pass orders regarding any or all of the matters referred to. The latest date for communicating the decision in regard to shops mentioned in 13 (i) (*a*) and (*b*) is 15th December and that for shops mentioned in 13 (i) (*c*) and (*d*), 15th June.

15. The Collector shall ordinarily accept the recommendations of the Committee and in cases in which he differs from it, he should, without delay, report his reasons with a copy of the order to the Commissioner of Excise.

Madras, 25th August 1927.

No. 11.—In accordance with rule 1 of the rules published in Commissioner's Notification No. 10, dated 25th August 1927, for the formation of and conduct of business by the Excise Advisory Committee for revenue divisional areas, the Commissioner of Excise hereby directs that the said rules be extended to each of the revenue divisional areas specified below:—

District.	Revenue divisional areas.
Ganjam	Chinsoola Berhampur, Narasapatam residing Gudem taluk.
Vizagapatam ..	Vizianagaram.
East Godavari ..	Cocanada excluding Cocanada municipality. Peddapur Rajahmundry excluding Rajahmundry municipality
West Godavari ..	Bhimavaram. Narsapur
Kistna	All Revenue divisions.
Guntur	Ongole. Tenali Guntur Narasaraopet.
Nellore	Kavali Gudur Atmakur Kandukur.
Cuddapah	Jammalamadugu. Rayachoti. Rajampet.
Anantapur ..	Gooty. Penukonda.
Bellary	Hospet
Kurnool	Kurnool. Nandyal.
Chingleput ..	Chingleput excluding Conjeevaram municipality Tiruvallur. Saidapet
Chittoor	Chittoor.
North Arcot ..	Vellore excluding Vellore municipality Tiruvannamalai Cheyyar Rampet. Tirupattur
South Arcot ..	Tindivanam. Tirukkoyilur.
Tanjore	Negapatam excluding Negapatam municipality. Kumbakonam excluding Kumbakonam municipality. Mayavaram. Mannargudi. Pattukkottai.
Trichinopoly ..	Karur. Musiri.
Madura	Dindigul.
Ramnad	Sivakasi
Tinnevelly ..	Tinnevelly excluding Tinnevelly municipality. Tuticorin Koilpatti. Sivakasi.
Coimbatore ..	Coimbatore excluding Coimbatore municipality. Erode Gobichettipalayam. Pollachi.
Salem	Hosur Dharmapuri. Salem excluding Salem municipality.
South Kanara ..	Sankari Namakkal. Mangalore excluding Mangalore municipality. Coondapoor. Puttur Tellicherry
Malabar	Calicut excluding Calicut municipality. Malappuram Palghat

W. A. BRITO,
Secretary to the Commissioner of Excise.

Madras, 28th August 1927.

PUBLIC WORKS NOTIFICATION.

UNCLAIMED SUM.

The unclaimed pay of Rs. 4-11-0 (Rupees four and annas eleven only) due to one Chinnarengan, Toti, borne on the work charged establishment of the Grand Anicut Subdivision, being his pay for the period 1st to 10th April 1927, is outstanding in the accounts of this division from May 1927. If it is not claimed within two months from the date of notification, it will be forfeited to Government.

M. S. THIRUMALAI AYYANGAR,
Offg. Executive Engineer, Special Division.

Trichinopoly, 27th August 1927.

MILITARY NOTIFICATIONS.

CLAIMANTS WHO HAVE ATTAINED THEIR MAJORITY

It is hereby notified that claims from the undermentioned individuals on account of the patrimony due to them, should be submitted to the Controller of Military Accounts, Bangalore, through the Staff Officer of the station at which each claimant may be residing:—

Names of warrant and non-commissioned officers and soldiers, deceased and claimants

Brooks, John, Sergeant, Infantry Veteran Company—Caroline Brooks (daughter), Dennis Brooks (son).

Names of warrant and non-commissioned officers and soldiers, deceased and claimants.

Brandon, John, Gunner, European Artillery Veteran Company—John Brandon (son), Charles Brandon (son).

Clarkson, Samuel, Artificer, Carnatic Ordnance Department—Ann Clarkson (daughter).

Carroll, J., Sergeant, 2nd European Light Infantry—Elizabeth Carroll (daughter), Joseph Carroll (son), Agnes Carroll (daughter).

Cosser, J., Sub-Conductor, Ordnance Department—John Cosser (son).

Crawley, Sergeant—George Wellington Crawley (son).

Doyle, I., Gunner, 4th Battalion, Madras Artillery—James Doyle (son).

Dandford, S., Gunner, 3rd Battalion, Madras Artillery—Amelia alias Emma Dandford (daughter).

Furlong, I., Corporal, 3rd Madras European Regiment—John Furlong (son).

Flynn, J., Corporal, 1st Madras Fusiliers—James Flynn (son), William Flynn (son), Joseph Flynn (son).

Grimstone, R., Sergeant, 3rd Madras European Regiment—Perquira Grimstone (daughter), Richard Grimstone (son).

Hawkins, Richard, Private, European Infantry Veteran Company—Jeremiah Mitchell Hawkins (foster-son), George Hawkins (son).

Hunsley, W., Sub-Conductor, Ordnance Department—Charles Hunsley (son).

Hutchins, James, Gunner, 2nd Battalion, Artillery—George Henry Hutchins (son).

Healey, P., Hospital Sergeant—Edward Healey (son), Frank Healey (son).

Kelcker, I. T., Bombardier, 3rd Battalion, Artillery—Mary Kelcker (daughter).

Knowles, W. S., Bugler, D. Company, 1st Battalion, Madras Artillery—Andrew James Knowles (son).

McDonald, E., 2nd Corporal, Sappers and Miners—James McDonald (son).

McGuire, Michael, Staff Barrack Sergeant, B Company, 4th Battalion, Artillery—Andrew McGuire (son).

McManus, J., Foreman, Carnatic Ordnance Artificer Corps—Agnes Maude McManus (daughter), Mary Elizabeth McManus (daughter), Reith McManus (daughter), Patrick John McManus (son).

Murphy, I. Private, 3rd Madras European Regiment—James Murphy (son).

Nicholson, T. Shoeing Smith, "A" Battery, 3rd B. H. Brigade—Arabella Hannah Nicholson (daughter).

Rothe, R., Corporal, 2nd European Light Infantry—Catherine Rothe (daughter).

Scully, E., Sub-Overseer—Eleanor Scully (daughter), John Scully (son).

Smith, Michael, Colour-Sergeant, 1st Madras Fusiliers—Mary Ann Smith (daughter).

Smithes, R., Sergeant, 2nd Battalion, Artillery—Henry Smithes (son).

Sheepard, J., Sergeant, 23rd Brigade, Royal Artillery—John Sheepard (son) Ellen Sheepard (daughter).

Names of warrant and non-commissioned officers and soldiers, deceased and claimants.

Wallace, J., Gunner, 4th Battalion, Artillery—John Wallace (son), Thomas Wallace (son).

Wiggins, R., Gunner, Madras Artillery—John M. Wiggins (son).

P. R. VENGU AYYAR,
Controller of Military Accounts, Madras District.

Bangalore, 25th August 1927.

REPORT OF DESERTION.

Report of an absentee without leave from the 1st Batalion, King's Shropshire Light Infantry of British Infantry, dated at Dinapore, this 21st day of August 1927.

Number, rank and name, 3361670, Private, Henry Hubert Lingen; age, 25 years 2 months; height, 5 feet 6 inches; colour of complexion, fresh; hair, fair; eyes, hazel; trade, farm hand, date of enlistment, 26th October 1922, place of enlistment, Shrewsbury, England; parish and county in which born, Hereford (Co. Herefordshire); date of absence, 16th August 1927; place of absence, Dinapore; tattooed, female figure; Brittania and flag on right arm; palm tree with snake and female figure on left arm; service under five years.

[Illegible],
Commanding, 1st King's Shropshire L.I.

OFFICIAL ADVERTISEMENTS.

TENDER FOR THE SUPPLY OF BOOKS, PERIODICALS AND NEWSPAPERS, ETC., PUBLISHED OUT OF INDIA.

SEALED tenders will be received by the Deputy Secretary to Government of Madras, Finance Department, up to 12 noon on Monday the 3rd October 1927 for the supply to Government offices in the Presidency of books, periodicals and newspapers, etc., published out of India, from 1st January 1928 to 31st December 1930.

The rates tendered should be on the basis of the wholesale trade price allowed by the publishers plus what addition which the tenderer wishes to claim.

The successful tenderer will be required to execute an agreement for the due fulfilment of the contract.

The Government reserve to themselves the right of rejecting any tender without assigning any reasons.

E. C. WOOD,
Dy Secretary to Government, Finance Dept.

Madras, 3rd September 1927.

SALE OF LIQUORS.

Name of licensee.	Fee charged.	Place of vend.
	Rs.	
F.L. 11—Occasional licence for the sale of foreign liquors, locally made foreign liquors and coconut toddy arrack to be consumed on the premises.		
No. 15 Mr. W. Adie ..	1	Rayapuram Railway Institute (Old Washermanpet), 9th July 1927.
No. 16 Mr. R. A. Anthonymuthu Pillai.	50	No. 18, Mount Road, 23rd July 1927.

Name of licensee.	Fee charged.	Place of vend.

E.C. 1 license for the sale of cocaine.

No. 27 Messrs. M. Ratnam & Co.	Free.	No. 155, Broadway, Madras.
No. 28 Mr. J. F. Latoille.	,,	No. 9, Blacker's Road.

Special Ganja license.

No. 1 Mr. A. Lakshmipathi.	Free.	No. 19, Harris Road.

M-2 license granted to a chemist for the vend of morphia drugs in prescriptions only.

No. 56 Mr. J. E. Latoille.	Free.	No. 9, Blacker's Road.
No. 57 Messrs. M. Ratnam & Co.	,,	No. 155, Broadway, Madras.

O-3 licence—Special retail license to licensed chemists.

No. 59 Mr. J. E. Latoille.	Free.	No. 9, Blacker's Road, Madras.
No. 60 Messrs. M. Ratnam & Co.	,,	No. 155, Broadway, Madras.
No. 61 Mr. A. Lakshmipathi.	,,	No. 19, Harris Road.
No. 62 Mr. G. Ramachandran.	,,	No. 97, Poonamallee High Road.

D.S.-2 licence for the sale of denatured spirits.

No. 52 Messrs. V. G. Swami & Co.	Free.	No. 36, Rasappa Chetti Street.

CHANGE OF SITE WAS MADE IN RESPECT OF THE FOLLOWING SHOPS.

F L. 13—Licence for the sale of pure rectified spirits only which include absolute alcohol by chemists and druggists and other firms or persons duly authorized to in that behalf.

No. 6 Mr. Wilfred Pereira.	.	Site removed to No. 2, Hunters Road, Vepery.
No. 27 Mr. T. G. Gopalakrishnan.	.	Site removed to No. 26, Poonamallee High Road.

F.L. 17—License for the sale of medicated wines and similar preparation containing 20 per cent and upwards but not more than 42 per cent of spirits.

No. 11 Mr. Wilfred Pereira.	..	Site removed to No. 2, Hunters Road, Vepery.

O-2—Special wholesale license to licensed dealer in opium for medicinal purposes in the town of Madras.

No. 13 V. Srinivasan.	..	Site removed to No. 107, Kynaypa Naick Street.

W. S. BROWN,
Collector.

Madras Collector's Office,
29th August 1927.

TENDER FOR SUPPLY OF ARTICLES OF DIET AND HOSPITAL SUPPLIES.

NOTICE is hereby given that sealed tenders, *in duplicate*, will be received up to 10 a.m. on Thursday 15th September 1927 by the Superintendent, Government Ophthalmic Hospital, for the supply of non-perishable articles in bulk, as detailed in the annexed schedule, for the Government Ophthalmic Hospital, Madras.

2. A separate tender must be sent for each group or article.

3. Tenders will be opened by the Superintendent, Government Ophthalmic Hopital, Marshall's Road, Egmore, at the appointed time in the presence of those interested who may choose to attend.

4. Tenders to be superscribed showing the number of the group or article. Each tender must contain not only the rates, but the total value of each item of supply entered in a separate column the items in which must be totalled up.

5. Each tender must be accompanied by a deposit in Government promissory notes or Bank receipts equal to 5 per cent on the total value of the tender, and in default of such deposit, the tender will be rejected, nor will any tender be received after the time fixed for the opening of tenders. *No cash will be received.* The deposit will be returned to unsuccessful tenderers immediately.

6. The successful tenderer shall be required to deliver the articles except coriander, meal, rice raw, tamarind and dhall in bulk one week after acceptance of tender. Payment will be made as soon as possible after delivery.

7. The successful tenderer, after receiving intimation that his tender has been accepted, must supply the articles in bulk before the prescribed date, failing which his earnest-money will be forfeited to Government.

8. *Samples of the different articles must be furnished by each tenderer along with his tender.* The samples of the accepted tenderer will be sealed and lodged in the office of the Superintendent, Government Ophthalmic Hospital. The samples will not be returned.

9. The Superintendent, Government Ophthalmic Hospital, reserves to himself the right to reject any tender or to decline to accept the tender for any one or more of the article tendered for by the successful tenderer without assigning any reason for doing so.

10. Tenders containing rates manifestly below the market value of articles will be summarily rejected.

11. Every correction in the tender must invariably be initialled by the tenderer, failing which the tender will be rejected.

12. All contracts will be subject to confirmation by the Government, who will be at liberty within a period of three months from the date of acceptance of the tenders by the Superintendent to cancel the contracts whether entirely or in the respect of the supply of any particular article or any number of articles without reason being given supplies made before the date of such cancellation not however being affected. Contracts should provide for the testing of samples from time to time and for the imposition of penalties, if articles of inferior quality are supplied.

13. The system of rounding off fractions of a rupee or anna sanctioned in G.O. No. 688, Finance, dated 15th August 1923, will be adopted in all contractors' bills.

14. The successful contractor for rice, rice raw and dhall will be required to sign a bond and to pay the value of the proper stamp duty on the contract.

15. Government promissory notes lodged as earnest security money or security deposit for a period of twelve months or less shall not be endorsed over to the Superintendent, but shall remain in the name of the depositor. Government will appropriate or cancel the notes as per G.O. No. 2358 of 31st March 1880, authority to that effect being duly entered in the contract or other agreement executed by the depositors.

16. The tenderer should attach a certificate to his tender or tenders in the following effect:—

"I, the tenderer, agree to have the earnest-money confiscated to Government in case of my failure to undertake the tender."

SCHEDULE.

Non-perishable articles.

Description of articles.		Quantity required.
Group No. 1.		
Coffee powder, first sort, in tins, to be supplied monthly at the rate of 400 lb.	lb.	2,040
Sugar, brown, best quality	"	4,400
Sugar, white, first sort	"	4,000
Group No. 2.		
Oil, kerosene, 125° in tins	Tins.	36
Group No. 3.		
Chillies, first sort	lb.	700
* Coriander seeds	"	700
Cummin seeds	"	70
* Dhall	"	6,000
Mustard seed country	"	70
Pepper, black	"	600
Salt, white	"	30
* Tamarind, good and clean, without seeds.	"	2,000
Turmeric	"	70
Vendhyam	"	70
Sago	"	20
Coongam	"	50
Group No. 4.		
† Rice, first sort, good and clean	lb.	28,000
† Rice, raw, first sort, good and clean	"	10,000
Group No. 5.		
Matchbox, 3 stars	Doss.	360
Latrine, paper rolls	No.	10
Needles, steel, Walkers No. 7	Packet.	12
Monkey Brand Soap	cakes.	142
Brooms, common, long, bundles of good size	Bundles.	300
Brooms, account do.	"	240
Charcoal	lb.	800
Mugs enamelled of hospital size	No	60
Buckets, zinc do.	"	10

* Half the quantity of tamarind, dhall and coriander to be supplied one week after the acceptance of tender and the other half three months later.

† Half the quantity of rice boiled and rice raw to be supplied one week after the acceptance of tender and the other half three months later.

K. KOMAN NAYAR,
Acting Superintendent.

Govt. Ophthalmic Hospital, Madras,
1st September 1927.

TENDER FOR REMODELLING THE EASTERN PORTION OF THE PALACE, MERCARA.

SEALED tenders will be received by the Executive Engineer, Coorg, Mercara, at his office up to 3 o'clock on the 15th September 1927, in contract form K-1 for "Remodelling the Eastern Portion of the Palace, Mercara".

2. Tenders should be addressed to the Executive Engineer, Coorg, Mercara, and should be superscribed "Tender for Remodelling the Eastern Portion of the Palace, Mercara".

3. Each tender should be accompanied by an earnest money of Rs. 250 which will be returned to those whose tenders are not accepted. The earnest money should be paid either in person or sent by money order to the Manager, Executive Engineer's Office, Mercara.

4. As soon as the acceptance of the tender is notified the successful tenderer will be required to deposit within ten days of receipt of orders a further sum of Rs. 500 which with the earnest money received will be held as security for due fulfilment of the contract.

5. The Executive Engineer will reserve to himself the right of rejecting all or any of the tenders without assigning any reason for so doing.

6. The successful tenderer will also be required to sign within ten days of the receipt of orders, an agreement in the proper departmental form K-1 for the due fulfilment of the contract.

7. Failure to comply with conditions 5 and 6 above will entail forfeiture of the earnest money.

8. The contract should not be sublet or transferred by power of attorney authorizing others to receive payment.

9. The rates should be specifically noted and tenders stating so much per cent above or below the estimate rates will not be accepted.

10. The sheds for materials should be put up by the contractor at his own cost and he should remove them at his own cost when ordered to do so.

11. All debris should be cleared by the contractor at his own cost to outside the Fort to a site which will be shown to him.

12. No separate charges will be paid for (1) conveyance of water, (2) pots, (3) chatties and ropes, (4) mortar mills and (5) scaffolding and centering charges.

NOTE.—The Palace is built on a raised ground and the roof is about 45' 0" high.

13. The tender should be free from corrections, especially the entries regarding the rates. Unattested corrections cannot be permitted.

14. No corrections will be permitted either in the wordings of the agreement or conditions of contract.

15. No temporary latrines will be provided for the work people at Government cost.

16. The schedule quantities are liable to alteration by omission, deductions or additions at the discretion of the Executive Engineer or his representative.

17. The specification to be adopted for these works is the same as the one in general use in the Public Works Department for first-class work.

18. The accepted tenderer is liable to make good any damage caused to the work by his carelessness.

19. No reference should be made to the Public Works Department schedule of rates or the rates provided for in the estimates for this work as these documents are confidential and will not be available to the public.

20. If at any time subsequent to the execution of this contract, Government materials are to be supplied to the contractor for use on the work they will be charged at the market rate prevailing at the time of supply or stock issue rate, whichever is greater. No cartage or incidental charges will be borne by Government in connexion with the supply.

21. The tenderer should specify that he abides by the above clauses.

22. The successful tenderer will have to commence the work if required within one month from the date of receipt of intimation regarding acceptance of tender.

23. The other conditions of the work and the contract and the plan can be seen at the Executive Engineer's Office, Coorg, Mercara, at any time between 11 a.m. and 5 p.m. on all days not notified as Government holidays.

24. The decision of the Superintending Engineer, Coimbatore Circle, for the time being shall be final, binding and conclusive on all questions of disputes.

SCHEDULE.

Quantity.	Description of work.	Per
2,200 sq. ft.	Dismantling roofing tiles with battens carefully and stacking in specified places	100 sq. ft.
3,500 "	Dismantling roofing tiles, battens and rafters and stacking them	100 "
10,700 "	Dismantling iron sheets and ceiling carefully and stacking them	100 "
8,367 c. ft.	Dismantling Rajas wood work (roof timbers) and stacking them	C. ft.

Quantity.	Description of work	Per
1,200 sq. ft.	Dismantling roofing tiles with battens and ceiling ..	100 sq. ft.
1,210 ,,	Dismantling 2" boarding planks (in Anna floor) and stacking them	100 ,,
5,560 ,,	Dismantling 2" planks below concrete (in second floor) and stacking them	100 ,,
1,370 ,,	Dismantling Raja's terrace 1" 4' thick including joints, etc., and removing debris outside the Fort	100 ,,
6,150 c. ft.	Dismantling Raja's flooring and removing debris outside Fort,	100 c. ft.
1,150 ,,	Dismantling, earth filling and removing debris outside Fort.	1,000 ,,
10,600 ,,	Dismantling Raja's masonry and removing debris outside Fort.	100 ,,
1,520 sq. ft.	Dismantling first floor including beams 2" planks 4½" concrete and flooring tiles	100 sq. ft.
1,150 ,,	Dismantling first floor where there are trough plates including iron works 4½" concrete flooring, tiles, etc., complete ..	100 ,,
1,040 ,,	Dismantling first floor including beams 2" planks	100 ,,
1,080 ,,	Dismantling first floor including beams 2" planks and 4½" concrete	100 ,,
46,910 c.ft.	Brick work in lime mortar ..	100 c.ft.
1,125 ,,	Arch work brick in lime mortar (ordinary)	100 ,,
350 ,,	Arch work brick in lime mortar special ornamental archwork as per the sanding design ,	100 ,,
36,800 sq. ft.	Plastering with lime ½" thick and floated with shell lime ..	100 sq. ft.
36,800 ,,	Whitewashing two coats ..	100 ,,
1,279 ,,	Teakwood glazed windows with frames 4" × 6" and shuttered 1½" thick with necessary iron bolts and hinges, etc., complete ..	Sq. ft.
606 sq ft.	Teakwood panelled doors with frames 4" × 6" and shutters 1½" thick with necessary iron hinges, bolts, etc., complete.	,,
L.S.	Dismantling and fixing four bay stand windows in the ground floor in the east wall.	,,
7,100 sq. ft.	Terrace flooring with Bourdin ceiling slabs 2½ × 9" × 3½" thick 3' stone concrete in lime mortar pointing to ceiling with lime mortar and three coats of thick creamy whitewashing	100 sq ft.
74,80 ,,	Flooring with Mangalore tiles 9" × 9" × ¾" and pointed with cement,	100 ,,
676 c.ft.	Old Honne-wood work wrought and put up in beams (dismantled beams to be reused).	C.ft.
404 ,,	Old Honne-wood beams wrought and put up including sawing old beams to its required size.	,,
199 R ft.	Masonry balustrade as per sanded design including brick cornice at the bottom with honeycomb work	R ft.
211 ,,	Galvanised iron chajja with rafters, wall plates, etc., as per existing design.	R ft.
316 c.ft.	New teakwood work wrought and put up in trusses including fixing necessary iron work .	C.ft
267 ,,	Old wood-work wrought and put up in wall plates, purlins, ridge piece, etc., including sawing old scantlings to be cut to the required size.	,,
80 ,,	Cut stone work two lines dressed , including limiting and fixing.	,,
393 ,,	Old wood-work wrought and put up in rafters including sawing old scantlings to the required sizes,	,,
295 ,,	Refixing the dismantled rafters including necessary repairs.	,,
32,800 sq.ft.	Roofing with old Mangalore tiles	100 sq ft.
14,000 r.ft.	Teakwood battens 1½" × 1" including fixing, etc., complete.	1,000 r.ft.
16,700 sq. ft.	Ceiling with ¾" sandi planks and covered with coconuts.	100 sq. ft.
9,551 ,,	Fixing old zinc sheets on ceiling planks,	100 ,,
1,725 sq. ft.	Providing and fixing new galvanised iron sheets	Sq. ft.
2 612 lb ..	Steel work	Lb
220 r. ft.	Ridging with old ridge tiles ..	100 r. ft.
225 ,,	Mortar beds	R ft.
25,200 ,,	Treating the wood work with lime wax.	100 sq ft
6,100 ,,	Painting with zinc white paint two coats to ceiling, etc.	100 ,,
2,500 sq. ft.	Painting new doors and windows with two coats of zinc white paint	100 ,,
	Turning wall plates and portion of wood-work which come in contact with masonry, etc., with two coats of tar.	100 ,,
	Painting all iron works with two coats of Bitx gloss anti-corrosive paint,	100 ,,
L.S ..	Dismantling the existing wooden sinkrens in the north and south and re-fixing the same with necessary repairs.	Each
L S. ..	Removing balcony in front very carefully and re-fixing the same with necessary repairs.	,,
403 c. ft	New Honne-wood wrought and put up in beams.	C ft

F. BARRETT,
Executive Engineer, Camp Division.

Mercara, 11th August 1927.

LUMP SUM TENDER FOR CONSTRUCTING QUARTERS FOR THE CLERKS AND MENIALS OF THE SUB-REGISTRAR'S OFFICE AT TAMARAIPATTI (OR CHITTAMPATTI), MADURA DISTRICT.

SEALED tenders will be received by the undersigned at his office up to 4 p.m. on 25th September 1927 for "Constructing quarters for three clerks and two menials of the Sub-Registrar's office, Tamaraipatti (or Chittampatti), Madura district."

2. Tenders should be addressed to the Executive Engineer, Madura division, Madura, and should be superscribed "Lump sum tender for constructing quarters for three clerks and two menials of the Sub-Registrar's office, Tamaraipatti (Chittampatti)" with the name of the tenderer noted on the cover.

3. Each tender should be accompanied by an earnest money of Rs. 100 in cash or in currency notes which will be returned to the unsuccessful tenderers.

4. The Executive Engineer reserves to himself the right to reject all or any of the tenders without assigning reasons for so doing.

5. As soon as the acceptance of the tender has been notified, the successful tenderer will be required to deposit a further sum of Rs. 200 which with the earnest money received, will be held as security for the due fulfilment of the contract.

6 The successful tenderer will also be required to sign an agreement in lump sum contract form for the due fulfilment of the contract.

7. Failure to comply with conditions 5 and 6 above will entail forfeiture of the earnest money.

8. The contract must not be sublet.

9. Other conditions of contract and the contract documents, plans, specifications for works can be seen at any time between 11-30 a.m. and 4 p.m. in the office of the Executive Engineer, Madura division, Madura (on all working days) from which blank tender forms can also be obtained. Any further information which the tenderers may require may be had from the Division office, Madura.

10. The tenderer should specify a lump sum amount for which he is prepared to complete the whole work as per details noted below.

11. The tenderer shall prepare as far as is necessary to enable him to estimate the lump sum for which he is prepared to complete the whole work, his own schedule of quantity on the basis of the contract documents referred to above. The schedule of quantity with prices thus prepared should accompany the tender.

11. (a) If a tenderer specially requests to examine the schedule of quantities prepared by the Public Works Department, he will be allowed to do so, but the Public Works Department do not guarantee the accuracy of their schedule of quantities and will not be responsible for any errors.

12. In the event of a tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner it must be signed on his behalf by a person holding power of attorney authorising him to do so.

13. No alterations which are made by the tenderer in the contract documents will be recognized and if corrections are made, his tender will be liable to rejection.

14. The tenders should specify definite rates for each item in the schedule and the rate should include all the charges for scaffolding, centering, materials, and watering the masonry till it is set. The rates should also be expressed in words in the schedule.

15. Any tender not received in order and according to instructions given above and in due time will not be considered.

16. The following materials will be supplied by Government at site free of cost:

Cement; Cuddapah slabs; tar; chocolate paint; but if the contractor wishes he may obtain these materials himself from firms approved by the Executive Engineer.

Details work to be executed by the contractor under the lump sum contract.

1. Constructing quarters for three clerks (in one block) of the Sub-Registrar's office, Tamarapatti, as per detail drawing shown in plan M. No. 46 of 1927, based on design to Revenue clerk's quarters at Tellakulam, Madura, M. No. 101 B of 1928.

2. Constructing quarters for two menials (in one block) of the Sub Registrar's office, Tamarapatti, as per detail drawing shown in plan M. No. 46 of 1927 which is based on the design C. A. No. 127 of 1914 for the Police huts.

C. V. STEPHENS,
Executive Engineer, Madura Division.

Madura, 30th August 1927.

TENDER FOR IMPROVEMENTS TO THE MANGAMARI SYPHON AT 1 MILE 3½ FURLONGS OF ARAKANCOTTAI CHANNEL

SEALED tenders will be received by the undersigned at his office up to 5 p.m. on 2nd October 1927 for improvements to the Mangamari syphon at 1 mile 3½ furlongs of Arakancottai channel, Gobichettipalaiyam taluk, Coimbatore district.

2 Tenders should be addressed to the Executive Engineer, Coimbatore division, Coimbatore, and should be superscribed "Tenders for Improvements to Mangamari Syphon at 1 mile 3½ furlongs of Arakancottai channel".

3. Each tender should be accompanied by an earnest money of Rs. 100 in cash or currency notes which will be returned to the tenderers whose tenders are not accepted.

4. The Executive Engineer will reserve to himself the right of rejecting all or any of the tenders without assigning any reasons for so doing.

5. As soon as the acceptance of the tender is notified, the successful tenderer will be required to deposit a further sum of Rs. 500 which, with the earnest money received, will be held as security for the due fulfilment of the contract.

6. The successful tenderer will also be required to sign an agreement in the proper departmental form for the due fulfilment of the contract

7. Failure to comply with conditions 5 and 6 above will entail forfeiture of the earnest money.

8. The contract must not be sublet or transferred by power-of-attorney authorizing others to receive payment, nor should it be in the name of more than one man unless it be a properly registered firm.

9. Other conditions of contract and the contract documents can be seen at any time between 11 a.m. and 5 p.m. in the Executive Engineer's office from which blank forms of tender can also be obtained or from the Subdivisional Officer, Public Works Department, Erode.

10. The rates should be specifically noted both in words and figures. Rates such as so many per cent above or below the estimate rates will not be accepted.

11. The sheds for the materials should be put up by the contractor at his own cost and he should remove the same at his own cost when ordered to do so.

12. No increase in rates will be given by the department after the acceptance of the tender and no separate charges will be paid for pots, chatties, mortar mills, water, etc.

13. If any corrections are made in the tender they should be properly initialled.

14. Cement will be supplied departmentally at the rate of Rs 4-1-6 per c.ft. at work spot. The tenderer should give his rates for complete work based on above rates.

15. When payment is made the cost of materials supplied departmentally will be recovered from the contractor's bill.

16 Intending tenderers will be advised to inspect the spot before tendering.

17. The tenderer should specify that he abides by the above conditions.

18. Every page of the tender should be fully signed by the tenderer.

SCHEDULE.

Quantity.	Description of work.	Per
32,000 c.ft. ..	Dismantling old brick in surki mortar walls and concrete slabs, etc. including removing and stacking, complete	100 c.ft
13,200 c.ft. ..	Concrete broken stone 1½" to 2" gauge in lime mortar, proportion 17 c.ft lime, 34 c.ft sand, 110 c.ft of metal for every 100 c.ft. of concrete.	100 ,,
2,300 c.ft. ..	Concrete in cement mortar, proportion 13½ c.ft. cement 46 c.ft. sand, 100 c.ft pebble broken to ½" size for 100 c.ft. of concrete. (Cement will be supplied departmentally).	100 ,,
3,168 c.ft. ..	Random rubble in cement mortar 11½ c.ft. cement, 34 c.ft. sand, 110 c.ft. stones for every 100 c.ft of masonry for foundations with blasted stone from quarried. (Cement will be supplied departmentally at work site).	100 ,,

Quantity.	Description of work.	Per
6,000 c ft. ..	Random rubble in compound mortar with blasted stones from the river-bed: 9-4 c ft cement, 13 60 c.ft. lime, 34 c ft sand for every 100 c ft of masonry. (Cement will be supplied departmentally at work-site.)	100 c ft.
11,800 sq.ft. .	Plastering with compound mortar ½" thick 3 c ft. cement, 3 c ft. lime 7½ c ft. sand for every 100 sq. ft of plastering (Cement will be supplied departmentally.)	100 sq ft.
2,005 c ft. ..	Removing and re-packing old dry stone work.	100 c ft
1,000 „ ..	Earthwork—excavating foundation in slushy earth.	1,000 „
1,000 „ ..	Earthwork—excavating foundation in hard clay.	1,000 „
1,000 „ ..	Earthwork—excavating foundation in hard gravelly soil.	1,000 „
1,000 „ ..	Earthwork—excavating foundation in hard kunkar removed by kandalam or crowbar.	1,000 „
1,000 „ „	Earthwork—excavating foundation in soft rock.	1,000 „
100 r.ft. „	Drilling holes in pure ½" to 1" diameter	R.ft.
	Forms for making R.C. slab for 4 vents	
310 c.ft. ..	Constructing dry rough stone pillars for supports to forms and removing the same afterwards without any breakage of stones. (The stones that are to be collected for random rubble in compound mortar (vide asterisk above) will be used for dry stone pillar and re-used again in masonry or dry stone work on top or near.)	100 „
Nos. 34 each 3' 10" long.	Cutting palmyra from channel bank for supports and splitting into two, each piece 5' 10" long.	Each.
42-60 c ft. ..	Vengai, pillamaruda, kadambai or such other jungle wood for joists including putting in position.	C.ft.
990 „ ..	Mango or other jungle wood planks 2" thick including putting in position.	„
1,000 sq ft ..	White-washing top of planks, 1 coat.	100 sq.ft.
4,300 c ft. ..	Supplying broken hard granite metal 1" gauge from blistered stones at work-site.	100 c ft.
No. 1 ..	Supplying male coolie ..	Each per day
„ 1 ..	Supplying woman coolie ..	„
„ 1 ..	Supplying carpenter ..	„
„ 1 ..	Supplying blacksmith ..	„
100 c ft ..	Supplying screened river sand.	100 c.ft.
No. 1 ..	Supplying mason ..	Each per day.
100 c.ft. ..	Plastered rough stones ..	100 c ft.

N.B.—The quantities noted above are approximate.

H. S. NORTHEY,
Executive Engineer, Coimbatore Division.

Coimbatore, 1st September 1927.

SALE OF MINOR FOREST PRODUCE IN THE KURUPAM ESTATE RANGE OF VIZAGAPATAM DISTRICT.

The exclusive right of collecting and removing minor forest produce, to wit, Myrabolam, Vasanta powder, Nuxvomica, Plate (Adda) leaves, Ippa flowers and seeds, Bela bark, Tangedu bark, and tamarind, from the mahals noted in the annexure from the date of agreement, will be sold separately, by the Manager, at 1 p.m., at the places and on the dates noted above the mahals in the annexure.

2. No person will be allowed to bid at the auction unless he has previously deposited a sum of Rs. 50 as earnest money with the officer conducting the sale either in the shape of currency notes, cash or a chalan duly receipted by the Estate Treasury, Kurupam. Every person who has furnished the above deposit should further produce a certificate as to his solvency duly signed by a Tahsildar or Deputy Tahsildar within whose jurisdiction such person usually resides or owns properties, before he can be allowed to bid. For this purpose, those who wish to bid should apply to the Tahsildar or the Deputy Tahsildar, as the case may be, sufficiently early before the date of sale to obtain the solvency certificate and to produce it before the sale officer at the time of sale. Old contractors are not exempted from the production of the certificate of solvency. No bidder shall be allowed to compete for the sale when the amount to which he is solvent is less than 50 per cent above his bid amount. No person will be allowed to bid for another, or for himself and others, unless he holds a power of attorney duly executed in his favour authorizing him to bid on behalf of such other person. The deposits of all unsuccessful bidders will be returned to them soon after the sales are finished, while those of the successful bidders will be retained and credited towards a portion of the first instalment.

3. All sales are subject to the confirmation by the Estate Collector who reserve to themselves the right of rejecting any bid including the highest bid, without assigning any reason for so doing. The officer conducting the sale will have the option of stopping the sale of any unit after commencement of the sale without assigning any reason for so doing.

4. Each bid shall be for the whole area of a mahal. Bidders are specially warned to inspect the mahals beforehand.

5. The sale list shall be signed by the highest bidder of each mahal immediately after the sale is knocked down in his name and a certificate should also be appended therein by him to the effect that he has read and understood the terms of the sale notice, that he agrees to abide by them and that no extension of the period of lease will be granted under any circumstances.

6. The highest bidder should deposit as security in the Postal Savings Bank account, within seven days of the receipt of orders of confirmation by him, 25 per cent of the sale amount subject to a maximum of Rs. 500 as guarantee for the due fulfilment of the contract and for the execution of an agreement in accordance with the conditions of the sale notice in the event of the bid being accepted. Every successful bidder should execute an agreement within seven days of the receipt of orders of confirmation by him and after the security deposit is paid by him in the Post office. The conditions of the agreement will be read out and explained to the bidders at the commencement of the sale.

7. Unless and until the security deposit is furnished and the agreement is executed as above, no contractor will be allowed to commence collection and removal of the mahal relating to his contract. The agreement, if required by the Estate Collector, will be registered by the contractor.

8. In case the successful bidder of any mahal fails to pay the amount referred to in paragraph 6 or to furnish the security deposit and to execute the agreement referred to in paragraph 6 above, the lease amount will either be recovered as distraint or such lease will be resold at the risk of such bidder. In the case of resale, the bidder or contractor will not only forfeit any deposits already furnished by him, but will also be liable for the loss, if any, accruing by the resale and will not however be entitled to the profit, if any, that may result from

the results. Any removal of produce by the contractor before the execution of the agreement will be treated as an offence punishable under the Forest Act.

8. After the sale has been confirmed in the name of the highest bidder of any unit, he should pay the lease amount, as specified below :—

In the case of leases of Rs. 100 and below the lease amount should be paid in full at one time within seven days of receipt of the confirmation order by him.

In the case of leases exceeding Rs. 100 but not exceeding Rs. 400, the lease amount should be paid in two equal instalments, the first kist, being paid within seven days of receipt of the confirmation order by him and the second instalment being paid on 4th January 1928.

In the case of leases exceeding Rs. 400, the lease amount should be paid in four equal instalments on or before the dates given below :—

First instalment or one-fourth of the sale amount—within seven days of receipt of the confirmation order by the highest bidder.

Second instalment or one-fourth of the sale amount—on or before 1st November 1927.

Third instalment or one fourth of the sale amount—on or before 4th January 1928.

Fourth instalment or one-fourth of the sale amount—on or before 1st March 1928.

These lease amounts should be paid as they fall due into the Kurupam Treasury, Kurupam and the receipted chalan sent so as to reach the Range Officer on or before the dates fixed for the payment of the instalments.

10. If the instalments are not paid on the due dates, work may be suspended until such time as the amounts are paid with interest and if the amounts are not paid within one month of their falling due, the Estate Collector may cancel the contract, forfeit the security deposit and resell the mutta at the risk of the contractor. The contractor will not be entitled to any extension of time on account of the suspension of the work nor to any revenue which may be collected departmentally during the suspension period.

N B.—Interest on all overdue instalments will be collected at 12 per cent.

11. The Estate reserve the right to early burn any part or all of the area in reserved lands covered by the lease whenever it is found necessary to do so as a preventive against fires and no compensation will be granted for any loss sustained by the lessee through such early burning.

12. If the Estate Collector notices any irregularities in the working of the contractor, he can suspend the contract till the mistakes are rectified or cancel it and resell at the risk of the contractor or fine the contractor up to a maximum of 25 per cent of the sale amount according to the gravity of the offence committed but no extension of the lease period will be granted.

13. Fractions of a rupee in the lease amount will be rounded off to the nearest rupee (i.e., fractions of less than half are disregarded and half a rupee and over are taken as a rupee).

14. Contractors shall return on the termination of the contract period all permits which they may have purchased during the contract period and not used during that period. The cost of the books so returned will be refunded to them at the rates in vogue on the date of such return.

ANNEXURE.

PLACE OF SALE—KURUPAM.

Date of sale—26*th September* 1927.

1. Gumma mutta.
2. Lowa mutta.
3. Goipaka mutta.
4. Yetiavetheln mutta.
5. Torpa mutta.
6. Arnada mutta.
7. Ravikona mutta.
8. Bothili mutta.

M. A. RAHIM,
Manager and Forest Officer, Kurupam Estate.

Kurupam, 22nd August 1927.

GOVERNMENT PUBLICATIONS FOR SALE.

AT THE GOVERNMENT BRANCH PRESS, 166, MOUNT ROAD, MADRAS, S.C., AND BY AGENTS.

[*A Catalogue of all Madras Government Publications available for sale may be obtained gratis from the Government Press, Mint Buildings, or at Mount Road Branch, Madras.*]

[*The amounts within parentheses are for packing and postage.*]

INDIAN SUCCESSION ACT (AMENDMENT) ACT XXXVII OF 1926. Hindustani. As. 1-3 (6 *p.*).

THE MADRAS CITY MUNICIPAL ACT IV OF 1919 as modified up to 1st April 1927 with Index. English. Re. 3 (5 *as.*).

LIST OF ACTS AND REGULATIONS IN THE MADRAS PRESIDENCY corrected up to 1st June 1927. As. 8 (1 *a.*).

MADRAS AGRICULTURAL DEPARTMENT YEAR BOOK, 1926. Re. 1-8-0 (4½ *as.*)

BOARD'S STANDING ORDERS, SLIP No. 248. Piece 6 (6 *p.*). Vol. I, Nos. 245, 247, 249 to 251. Piece 3 (6 *p.*) each. Vol. II, Nos. 151 to 155. Piece 3 (6 *p.*) each.

MADRAS FISHERIES (BULLETIN No. XIX) ADMINISTRATION REPORT FOR THE YEAR 1923-24. Re. 1-8 (5½ *as.*)

THE MADRAS FINANCIAL AND ACCOUNT CODE. Vol. I. 1st Edition. Re. 1-3-0 (3½ *as.*).

THE MADRAS FINANCIAL AND ACCOUNT CODE. Vol. II. Re. 1-4-0 (7 *as.*).

COLLEGE OF ENGINEERING SCHOOL, TRICHINOPOLY. CALENDAR FOR 1927-28. As. 12 (1 *a.*).

COLLEGE OF ENGINEERING, GUINDY, CALENDAR FOR 1927-28. As. 12 (2 *as.*).

BRENNEN COLLEGE, TELLICHERRY, CALENDAR FOR 1927-28. As. 12 (1 *a.*).

GOVERNMENT COLLEGE, MANGALORE, CALENDAR FOR 1927-28. As. 12 (1½ *as.*).

MUHAMMADAN COLLEGE (MADRASA-I-AZAM), CALENDAR FOR 1927-28. As. 12 (1 *a.*).

GOVERNMENT VICTORIA COLLEGE, PALGHAT, CALENDAR FOR 1927-28. As. 12 (1½ *as.*).

HINTS AND SUGGESTIONS FOR THE TEACHING OF READING AND WRITING IN ELEMENTARY SCHOOLS IN TAMIL. Re. 1 (4 *as.*).

REPORT ON THE ADMINISTRATION OF THE ESTATES UNDER THE COURT OF WARDS IN THE MADRAS PRESIDENCY FOR FASLI 1335 (1925-26). As. 14 (1 *a.*).

MADRAS QUARTERLY CIVIL LIST corrected up to 1st July 1927. Re. 2-4-0 (5½ *as.*).

QUARTERLY LIST OF GAZETTED OFFICERS corrected up to 1st July 1927. Marine Department, Registration Department, Labour Department, Indian Veterinary Service Department, Industries Department, Agricultural Department and District Board Engineers, Department of Fisheries, Stationery and Printing Co-operative Department, Excise Department, Ecclesiastical Department, Settlement Department, Miscellaneous Department Anna 1 (6 *p.*) each

QUARTERLY LIST OF GAZETTED OFFICERS corrected up to 1st July 1927 of the Educational Department. As 2 (6 *p.*).

QUARTERLY LIST OF GAZETTED OFFICERS corrected up to 1st July 1927 of the Public Health Department. As 4 (6 *p.*).

QUARTERLY LIST OF GAZETTED OFFICERS corrected up to 1st July 1927 of the Medical Department. As. 3 (6 *p.*).

QUARTERLY LIST OF GAZETTED OFFICERS OF THE PORT TRUST. Anna 1 (6 *p.*).

QUARTERLY LIST OF GAZETTED OFFICERS OF THE DEPARTMENT OF THE HARBOUR ENGINEER-IN-CHIEF TO THE GOVERNMENT OF MADRAS Anna 1 (6 *p.*).

CLASSIFIED LIST OF FOREST OFFICERS IN THE MADRAS PRESIDENCY (WITH COORG) corrected up to 1st July 1927. Anna 1 (1 *a.*).

QUARTERLY LIST OF OFFICERS OF THE JUDICIAL DEPARTMENT corrected up to 15th July 1927. As. 3 (6 *p.*).

THE MADRAS BOOK OF FINANCIAL POWERS, 1927. As. 6 (2½ *as.*).

GRAMAPHONE RECORDS OF THE LANGUAGES AND DIALECTS OF THE MADRAS PRESIDENCY, Text of passages. Rs. 1-4-0 (4 *as.*).

No. 47—HISTORY OF SERVICES OF GAZETTED AND OTHER OFFICERS IN THE CIVIL DEPARTMENT IN THE MADRAS PRESIDENCY corrected up to 1st July 1927. Rs. 14 (15 *as.*).

ANNUAL REPORT ON THE WORKING OF THE MENTAL HOSPITALS IN THE MADRAS PRESIDENCY, for the year 1926. As 6 (1 *a.*).

THIRD LIST OF CORRECTIONS TO THE MADRAS MANUAL OF SPECIAL PAY AND ALLOWANCES. Pies 6 (6 *p.*).

FOURTH LIST OF CORRECTIONS TO THE MADRAS MANUAL OF SPECIAL PAY AND ALLOWANCES. Pies 6 (6 *p.*).

FIFTH AND SIXTH LIST OF CORRECTIONS TO THE MANUAL OF SPECIAL PAY AND ALLOWANCES. Pies 3 (6 *p.*) each.

THIRD LIST OF CORRECTIONS TO THE LOCAL BOARDS MANUAL. Pies 3 (6 *p.*).

SECOND LIST OF CORRECTIONS TO THE LOCAL FUND BOOK OF FORMS. Pies 3 (6 *p.*).

REVISED MODEL BY-LAWS UNDER MADRAS LOCAL BOARDS ACT, Tamil. As 10-6 (1½ *as.*).

INDEX TO THE PROCEEDINGS OF THE MADRAS LEGISLATIVE COUNCIL. First Session of the Third Legislative Council, 14th to 31st March 1927. Vol. XXXV. As. 2 (1½ *as.*).

EIGHTEENTH LIST OF CORRECTIONS TO THE MADRAS REGISTRATION MANUAL, PART II. As. 2-6 (6 *p.*).

PRELIMINARY REPORT ON THE SURVEY OF COTTAGE INDUSTRIES, Cuddapah district. As. 4 (1 *a.*).

REPORT OF THE CITY HIGH MORTALITY COMMITTEE, PARTS I AND II. Rs. 1-12-0 (6 *as.*).

EVIDENCE OF THE UNEMPLOYMENT COMMITTEE. Vols. II and III. Rs. 4 per set (Rs. 1-2-6).

THE RULES RELATING TO THE PROVIDENT FUND FOR TEACHERS IN NON-PENSIONABLE SERVICE as corrected up to 25th June 1927. Pies 9 (6 *p.*).

RULES UNDER THE MADRAS ELEMENTARY EDUCATION ACT, 1920. Telugu and Malayalam. As. 2-6 (1 *a.*) each.

THE SIXTY-THIRD ANNUAL REPORT OF THE DIRECTOR OF PUBLIC HEALTH AND THIRTY-SEVENTH ANNUAL REPORT OF THE SANITARY ENGINEER, Madras, 1926. Rs. 1. (6 *as.*).

FIFTH LIST OF CORRECTIONS TO THE SURVEY MANUAL, VOL. I. Pies 3 (6 *p.*).

SIXTH AND SEVENTH LIST OF CORRECTIONS TO THE SURVEY MANUAL, VOL. I. Pies 3 (6 *p.*).

TWELFTH LIST OF CORRECTIONS TO THE MADRAS TANNAVI MANUAL. Anna 1 (6 *p.*).

LIST SHOWING THE NAMES OF THE TOWNS AND VILLAGES IN THE REGISTRATION DISTRICT OF MADRAS-CHINGLEPUT, corrected up to 1st January 1927. Re 2-6-0 (4½ *as.*).

CORRECTION SLIP TO THE LIST SHOWING THE NAMES OF THE TOWNS AND VILLAGES CONSTITUTING THE SEVERAL REGISTRATION SUB-DISTRICTS IN THE REGISTRATION DISTRICT OF PALGHAT Nos. 16 to 28. Pies 3 (6 *p.*) each; PALAMCOTTAH No 2. Pies 3 (6 *p.*); No. 6. As. 1-9 (6 *p.*); Nos. 4, 5, 7, 9 to 12. Pies 3 (6 *p.*) each; Nos. 3 and 8 Pies 6 (6 *p.*) each; RAMNAD Nos. 28 to 30. Pies 3 (6 *p.*). each; VILUPURAM No 4 Pies 6 (6 *p.*) and No. 5. Pies 9 (6 *p.*); WEST GODAVARI No 1. Pies 3; No. 2. 6 p. (6 *p.*) each; GANJAM, Nos. 32 and 35. Pies 6 (6 *p.*) each.

THE MADRAS TREASURY CODE, 1927. (First Edition). Rs. 2. (7½ *as.*).

ERRATA TO THE ALPHABETICAL LIST OF VILLAGES IN THE MADRAS PRESIDENCY—Bellary district, Hospet taluk; North Arcot district, Gudiyattam taluk; Ganjam district, Tekkali taluk, Chingleput district, Saidapet taluk; Malabar district, Walluvanad taluk. Pies 3 (6 *p.*) each.

GOVERNMENT OF INDIA NEW PUBLICATIONS FOR SALE.

ROYAL COMMISSION ON AGRICULTURE IN INDIA, Vol. I, Part II, Evidence of officers serving under the Government of India. Rs. 3-12-0 (10½ *as.*).

ROYAL COMMISSION ON AGRICULTURE IN INDIA, Vol. IV, Evidence taken in the Bengal Presidency. Rs. 6-14-0 (12 *as.*).

ROYAL COMMISSION ON AGRICULTURE IN INDIA, Vol. V, Evidence taken in Assam. Rs. 3 (7 *as.*).

ADMINISTRATION REPORT OF THE SALT DEPARTMENT, MADRAS PRESIDENCY, FOR 1925-26. As. 3 (1 *as.*).

REPORT OF THE INDIAN TARIFF BOARD REGARDING CHANGES IN THE TARIFF ENTRIES RELATING TO PRINTING PAPER INCLUDING THE WRITTEN AND ORAL EVIDENCE RECORDED DURING THE ENQUIRY, 1927. Rs. 1-8-0 (6 *as.*).

VACANCIES.

APPLICATIONS are invited from candidates who are graduates of a British or an Indian University for the post of Bio-Chemist on Rs. 750—50—950 per mensem for research work on cotton to be carried out at Coimbatore, Madras Presidency. Contract for five years in the first instance. Six weeks leave annually with full pay which may be accumulated up to six months will be granted. A first-class railway fare to Coimbatore and a return fare on satisfactory completion of the agreement will be provided. Applications stating age and qualifications together with references should reach the Secretary to Government, Development department, Fort St. George, Madras, before the 15th December 1927. Applicants should be prepared to appear at their own expense before a selection committee in due course.

V. PANDRANG ROW,
Secretary to Govt., Development Dept.

Fort St. George, 27th August 1927.

[Inspectorships—Madras Police.]

Applications are invited for direct appointment as Inspectors from candidates who must possess the following requirements :—

(1) The applicant must belong to a respectable family and be in possession of at least a completed Secondary School Leaving Certificate within the meaning of article 1 (3) of the Public Service Notification ;

Note.—Candidates possessing better educational qualifications will be preferred.

(2) he must be of sound health, good physique, and active habits, and be free from any organic defect or bodily infirmity ;

(3) he must produce a certificate of character and conduct signed by the Head of the Institution in which he last studied for not less than one year or from some responsible officer of Government;

(4) he must be over 21 and under 25 years of age ; and

(5) he must be not less than 5 feet 5 inches in height and 32 inches round the chest.

2. Selected candidates will undergo a course of training for one year at the Police Training School, Vellore, during which period they will draw pay at Rs. 100 per mensem and will appear for the final examination of the Police Training School, Vellore. At the end of this course they will be posted to districts for practical training for a period of not less than a year

3. Applications should be made to the Inspector-General of Police not later than 15th September 1927. Forms of application are available in all District Police Offices and in the office of the Inspector-General of Police.

4. Candidates considered worthy of consideration will be required to appear before a Selection Committee which will sit early in October 1927.

5. No candidate will under any circumstances be interviewed on any date or dates other than those fixed by the Selection Committee.

6. Any attempt on the part of a candidate to enlist support for his application through persons of influence will disqualify for appointment.

7. Candidates whose vernacular is Telugu will be preferred.

J. BECKETT,
for Inspector General of Police.

Madras, 30th August 1927.

Applications are invited for the post of a draughtsman on Rs. 35—35—1½—50—1—60 scale in the District Forest Office, Nilambur. The vacancy is temporary at present but is likely to become permanent in certain circumstances. Only persons who have passed the departmental test prescribed by the Revenue Survey department for draughtsmen or who have obtained draughtsmen's group certificate in mechanical drawing prescribed for Government Technical examinations need apply. Those having experience in a forest office will be given preference. Applications stating age and qualification with copies of testimonials, if any, should reach the undersigned on or before the 20th September 1927.

E. R. CROTHERS,
District Forest Officer.

Nilambur, 27th August 1927.

Applications are invited for the posts of two Chief warders in the Insein Central Jail on Rs. 50 each per mensem. None but those who retired from the Army with a fairly good knowledge of English and with not less than four years approved service as non-Commissioned Officers and ten years approved military service in all need apply. Both appointments are to be temporary for a period of one year.

The successful candidates will be required to join the appointment at once. No reply will be given to unsuccessful candidates.

Applications in the applicant's own handwriting, together with copies of educational certificates, testimonials and discharge certificate will be received by the undersigned up to the 30th September 1927.

Any attempt on the part of a candidate to enlist support for his application from Government officers or other persons of influence will disqualify him for appointment.

C. H. FIELDING, Major, I.M.S.,
Offg. Inspector General of Prisons, Burma.

Rangoon, 17th August 1927.

Applications are invited for post of Minor Irrigation Supervisor on Rs. 180 in Anantapur district from Engineering Graduates with at least three years' practical experience of irrigation works. Also for Minor Irrigation Sub-Overseer's post on Rs. 35 plus 15 (fixed travelling allowance). Candidates for latter must have passed upper subordinate examinations.

T. G. RUTHERFORD,
Collector.

Anantapur Collector's Office,
30th August 1927.

PRIVATE ADVERTISEMENTS.

On or after 7th September 1927, I intend moving the High Court to enrol me as a Vakil thereof.

K. R. SUBRAMANIA IYER.

On or after 28th September 1927, I intend moving the High Court to enrol me as a Vakil thereof.

P. KOTAYYA.

Madras, 8th August 1927.

On or after 7th September 1927, I intend moving the High Court to enrol me as a Vakil thereof.

R. KRISHNA SASTRY.

15th August 1927.

On or after 19th September 1927, I intend moving the High Court to enrol me as a Vakil thereof.

N. R. RAGHAVACHARI.

Mylapore, 19th August 1927.

I, Kolanthody Kadan, shall henceforth be known as Kolanthody Krishnan.

K. KADAN.

Tellicherry, 24th August 1927.

I, N. K. Narayana Pillai, B.A., shall henceforth be known as N. K. Narayanan Nair, B.A.

N. K. NAIR.

Top Slip, 1st September 1927.

INSOLVENCY NOTICES.

No. 21 of 1926 (O. P. No 85 of 1927),
Sub-Court, Chingleput.

Nagasami Ayari—*Insolvent (Petitioner).*
Vaithialingaseri, etc.—*Respondents (Creditors).*

Notice is hereby given that the insolvent (petitioner) has applied to the above Court under section 41 of Act V of 1920 for an order of discharge being passed in his favour and that the said petition O. P. No. 85 of 1927 stands posted to 8th September 1927 for hearing.

M. A. LAKSHMINARASIMMACHARI,
Petitioner's Vakil.

Chingleput, 25th August 1927.

Notice is hereby given that Mahomad Gunni Rowther, son of Kadir Meera Rowther, residing at Inam Kalatur village, Trichinopoly taluk, has applied to be adjudicated an insolvent to the Trichinopoly-Srirangam District Munsif, in I. P. No. 10 of 1927 and the same is posted for hearing on 1st October 1927.

M. S. JAGADISA AYYAR,
Petitioner's Vakil.

Trichinopoly, 26th August 1927.

METEOROLOGICAL RESULTS.

FROM THE MADRAS OBSERVATORY REGISTER.

1927.	Barometer reduced to 32° F and gravity.	Thermometer, Corrected Daily Means. Dry	Wet.	Observed Extremes. Max.	Min	Maximum solar heat in vacuo.	Humidity.	Wind. Prevailing direction.	Daily velocity.	Depth of rain.	Cloudy sky.	Bright sunshine.	General weather.
	Inches	°	°	°	°	°	Cts.		Miles	Inches	Cts.	Hrs.	
Aug 29th, Monday ..	29·741	81·7	77·7	90·7	77·3	..	93	S S W	98	..	80	1·5	Cloudy.
,, 30th, Tuesday ..	·733	83·5	76·6	92·3	73·1	..	70	S	122	..	90	0	Do.
,, 31st, Wednesday.	·714	83·6	77·2	100·9	73·7	..	63	S by W	182	..	30	10·6	Fine.
Sep 1st, Thursday ..	·711	83·4	79·5	98·4	80·3	..	58	S by W	176	0·03	73	7·1	Cloudy.
,, 2nd, Friday ..	·744	83·5	79·4	100·5	80·2	..	61	S	177	..	83	9·5	Passing clouds.
,, 3rd, Saturday ..	·724	87·0	77·8	98·9	80·6	..	98	S E by S	163	..	60	11·1	Fine with passing clouds.
,, 4th, Sunday ..	·728	80·2	78·1	87·1	81·8	..	72	S S E	169	..	85	4·8	Passing clouds.

The Standard Barometer and Thermometers are read at 9 a.m., 10 a.m., 4 p.m. and 8 p.m. and the daily means are obtained by the application of hourly corrections, deduced from twenty years' observations. The cistern of the Barometer is twenty two feet above the level of the sea, and the receiver of the Rain Gauge is two feet from the ground. The wind, rain and general weather registered are for the current civil day—from midnight to midnight.

The total quantity of rain collected since 1st January is 9·54 inches, the average due for the same period being 15·48 inches.

A. A. NARAYANA AYYAR,
Assistant Meteorologist.

Madras Observatory,
5th September 1927.

MADRAS: PRINTED AND PUBLISHED BY THE SUPERINTENDENT, GOVERNMENT PRESS.

ഫോർട്ട് സെൻറ് ജോർജ് ഗസറ്റ്

IV-ാം ഭാഗത്തോടുചേർന്ന സപ്ലിമെൻറ്

SUPPLEMENT TO PART IV—FORT ST. GEORGE GAZETTE

നമ്പർ 11(3).] SEPTEMBER 6, 1927. [PRICE, 1 a. 9 p.

മദിരാശി: ഗവൺമെൻറ് പ്രൊസസ്സിങ്ങ് ഓഫീസിൽ അച്ചടിച്ചത്, 1927 സെപ്റ്റംബർ 6-ാം തീയതി.

മദ്രാശി ഗവൺമെണ്ട് ബിൽ
BILL OF THE GOVERNMENT OF MADRAS.

നിയമങ്ങളും റഗുലേഷങ്ങളുണ്ടാക്കുവാനുള്ള മദിരാശി ഗവൺമെണ്ടിനുള്ള അധികാരത്തിൽ കൈവയ്ക്കുവാനുള്ള ബിൽ.

മദിരാശി നിയമനിർമ്മാണ സഭാചട്ടങ്ങളിലെ 18-ാം ചട്ടപ്രകാരം താഴെ ചേർക്കുന്ന ബിൽ അതിന്റെ ഉദ്ദേശകാരണങ്ങളുടെ വിവരണത്തോടുകൂടി എല്ലാവർക്കും അറിവാനായി പ്രസിദ്ധപ്പെടുത്തിയിരിക്കുന്നു :—

BILL No. 11 OF 1927.

1927 ലെ 11-ാം നമ്പർ ബിൽ.

A BILL TO AMEND THE INDIAN FISHERIES ACT, 1897, IN ITS APPLICATION TO THE PRESIDENCY OF MADRAS.

1897ലെ ഇന്ത്യൻ മീൻപിടി ആക്ട് മദിരാശി സംസ്ഥാനത്തെ സംബന്ധിക്കുന്നേടത്തോളം ഭേദപ്പെടുത്തുന്നതിനുള്ള ഒരു ബിൽ.

1897 ലെ ഇന്ത്യൻ മീൻപിടി ആക്ട് മദിരാശി സംസ്ഥാനത്തെ സംബന്ധിക്കുന്നേടത്തോളം ഇതിനു താഴെ കാണുന്ന ആവശ്യങ്ങൾക്കുവേണ്ടി ഭേദപ്പെടുത്തുന്നതു യുക്തമായിരിക്കയാലും : 1897 ലെ 4.

പീഠിക.

രം ആക്ട് പാസ്സാക്കുന്നതിനു ഗവർണർ ജനറലുടെ മുൻകൂട്ടയുള്ള സമ്മതം സിദ്ധിച്ചിരിക്കയാലും; ഇതിനാൽ താഴെ പറയും പ്രകാരം നിയമിച്ചിരിക്കുന്നു :—

ചുരുക്കപ്പേരും വ്യാപ്തിയും.

1. (1) ഈ ആക്ടിനു 1927 ലെ ഇന്ത്യൻ മീൻപിടി (മദിരാശി ഭേദഗതി) ആക്ട് എന്നു പേർ പറയാം,

(2) അതു മദിരാശി സംസ്ഥാനം മുഴുക്കെ വ്യാപിക്കും.

6-ാം വകുപ്പു (3) എന്ന 1897 ലെ ഉപവകുപ്പു ഭേദപ്പെടുത്തൽ.

2. (ഇതിനു ശേഷം മേപ്പടി ആക്ട് എന്നു പറയുന്നു) 1897 ലെ ഇന്ത്യൻ മീൻപിടി ആക്ട് 6-ാം വകുപ്പ് (3) എന്ന ഉപവകുപ്പിൽ—

(i) 'വല്ലതുമോ' എന്നതിനു ശേഷം 'സ്ഥിരമായോ ഒരു കാലത്തേക്കോ പ്രത്യേകം വിവരിക്കപ്പെട്ട കാലങ്ങൾക്കോ മാത്രമായോ' എന്നതു ചേർക്കുകയും;

(ii) (e) എന്ന ഖണ്ഡത്തിനു പകരം താഴെ പറയുന്ന ഖണ്ഡം ചേർക്കുകയും, അതായതു :—

"(e) സാമാന്യമായി മീനൊ വല്ല പ്രത്യേക തരത്തിലുള്ള മീനൊ പിടിക്കുന്നതിനു ഉപയോഗിക്കുന്നതു സൂത്രപ്പണികളുടെ വലിപ്പവും തരവും അതു സൂത്രപ്പണികൾ ഉപയോഗിക്കുന്നതു വിധവുമാക്കുക."

പുതിയ വകുപ്പു (4) എന്ന ഉപവകുപ്പു ചേർക്കൽ.

3. മേപ്പടി ആക്ട് 6-ാം വകുപ്പു (4) എന്ന ഉപവകുപ്പിനു പകരം താഴെ പറയുന്നതു ചേർക്കുകയും, അതായതു :—

"(4) ഗവർണ്മെന്റു നല്കുന്ന ഒരു പാട്ടശീട്ടൊ അനുവാദപത്രമൊ കൂടാതെയും ആ പാട്ടശീട്ടിലൊ അനുവാദപത്രത്തിലൊ പ്രത്യേകം പറയുന്ന നിബന്ധനകൾ അനുസരിച്ചല്ലാതെയും വല്ല പ്രത്യേക സ്ഥലത്തിലും മീൻ പിടിക്കുന്നതെല്ലാം ആവക ചട്ടങ്ങൾകൊണ്ടു നിരോധിക്കുകയും കൂടി ചെയ്യാം."

7 എന്ന പുതിയ വകുപ്പു ചേർക്കൽ.

4. മേപ്പടി ആക്ട് 7-ാം വകുപ്പിനു ശേഷം താഴെ പറയുന്ന വകുപ്പു ചേർക്കുകയും, അതായതു :—

"8. മീൻ പിടിക്കുന്നതിനു വേണ്ടി ഗവർണ്മെന്റു നല്കുന്ന പാട്ടശീട്ടും അനുവാദപത്രങ്ങളും പ്രകാരം ഗവർണ്മെന്റിനു കൊടുക്കേണ്ട

എല്ലാ പാട്ടങ്ങളും ഫീസ്സുകളും മറ്റു പണങ്ങളും അവ നിലനിൽക്കുന്നതിനു മുമ്പുണ്ടായിരുന്നതുപോലെതന്നെ വസൂലാക്കാം:

"എന്നാൽ ഒരു വകുപ്പിൽ പറഞ്ഞതു യാതൊന്നും മേപ്പടി പാട്ടത്തിന്റെയും ഫീസ്സിന്റെയും പണങ്ങളുടെയും സംഗതിയിൽ നിയമപ്രകാരം ഗവർമ്മെണ്ടിന്നു മറ്റു വിധത്തിൽ അവകാശമില്ലാത്ത വല്ല മൽസ്യവകാശമോ കടൽമത്സ്യമോ ഗവർമ്മെണ്ടിന്നു നല്കുന്നതായ തൊന്നുന്നതുമല്ല."

ഉദ്ദേശകാരണങ്ങളുടെ വിവരണം.

ഇന്ത്യൻ മീൻപിടി ആക്ടു് (1897 ലെ 4)നു കൂടുതൽ ഉന്നതമായ ഒരു ലക്ഷ്യം ബില്ലിനുണ്ടു്. ആലോചനയിലുള്ള ഒരു ലക്ഷ്യത്തിൽ ആക്ടിന്റെ 6 (3) എന്ന വകുപ്പിനെ സംബന്ധിച്ചുള്ളതാണു്. വകതിരിവില്ലാതെ മീൻ പിടിച്ചാൽ സർക്കാർ ലാഭമുണ്ടാകുന്നതിനായി മീൻ തീരെ ഇല്ലാതാകുമെന്നു ശങ്കിക്കേണ്ടിയിരിക്കുന്നതിനാൽ പ്രത്യേക കാലങ്ങളിലും സമയങ്ങളിലും പ്രത്യേകതരത്തിലുള്ള ആഹാരമത്സ്യത്തിനു പ്രത്യേകമായി രക്ഷസിദ്ധിക്കത്തക്കവണ്ണം മീൻ പിടിക്കാനുള്ള സൗകര്യപ്പെടുത്തുന്നതിനും ഗവർമ്മെണ്ടിനു കൂടുതൽ അധികാരങ്ങൾ നല്കുവാൻ തരമുണ്ടാക്കുവാനുദ്ദേശിച്ചിരിക്കുന്നു.

2. ഒഴിവായുള്ള മീൻപിടുത്തം വിലക്കുന്നതിനു ഉദ്ദേശത്തോടു കൂടിയാണു് 2 - ാമതായ ഭേദം ചെയ്യുവാൻ ആലോചിച്ചിരിക്കുന്നതു്. സംസ്ഥാനത്തിലെ പലേ ജലസ്ഥാനങ്ങളിലുള്ള മീൻപിടുത്തരീതികളും വളരെ നാശകരമാണു്. വളരെ ചെറുതായുള്ള നല്ലതരം മത്സ്യങ്ങളെ കൊല്ലുവാനിട്ട അവയെ ക്രമേണ അഭിവൃദ്ധിപ്പെടുത്തുന്നതുണ്ടു്. മീൻ പിടിക്കാനുള്ള അവകാശം കൊടുത്തിരിക്കുന്നവരും ഗവർമ്മെണ്ടു ചാട്ടത്തിനു കൊടുക്കുന്നു. ഓരോരിക്കൽ വലിയ കൊല്ലത്തിൽ കഴിയാവുന്നത്ര കാലത്തേക്കു മീൻപിടുത്തം തീരെ വിലക്കുവാൻ മാത്രമേ ആക്ടിലെ 6 (4) എന്ന വകുപ്പുകൊണ്ടുദ്ദേശിക്കുന്നുള്ളു. അതിനാൽ ഒരു വകുപ്പുപ്രകാരം പ്രസിദ്ധപ്പെടുത്തുന്ന വല്ല പത്രസ്യവും, പാട്ടക്കാർക്കു പാട്ടശീട്ടുപ്രകാരം നല്കിയിരിക്കുന്ന അവകാശം അനുഭവിക്കുന്നതിൽ പാട്ടക്കാരെയും കൂടി വിലക്കുന്നതായിരിക്കും. അതി

നാൽ, ഒളിവിൻപിടിത്തക്കാരെ തീരെ വിലക്കുന്നതോടുകൂടി, ഒരു അനുവാലപത്രമോ പാട്ടശീട്ടോ നല്കി മീൻപിടിത്തം ക്രമപ്പെടുത്തുവാൻ നിശ്ചയിച്ചിരിക്കുന്നു.

3. ബില്ലിൽ ചെയ്വാനുദ്ദേശിച്ചിരിക്കുന്ന ഉന്നാമത്തെ ഭേദഗതി വിശദപ്പെടുത്തുന്ന പാട്ടക്കാരിൽനിന്നും മീൻപിടിത്തപ്പാട്ടം വസൂലാക്കുന്നതിനെ സംബന്ധിച്ചുകൊണ്ടു. 1864 ലെ മതിരാശി നിലനികുതി വസൂൽ ആക്ട് പ്രകാരം ഒരു പാട്ടം ഇപ്പോൾ വസൂലാക്കിവരുന്നു. ആ ആക്ട് പ്രകാരം ഇക്കാര്യത്തിൽ നടവടി നടത്തുന്നതിനെ നിയമസാധുതയെപ്പറ്റി തർക്കമുണ്ടായിരിക്കുന്നതിനാൽ എല്ലാ മീൻപിടിത്ത പാട്ടങ്ങളും മീൻപിടിത്ത അനുവാലപത്ര ഫീസ്സും നിലനികുതി ബാക്കിയായിരുന്നാലെന്നപോലെ വസൂലാക്കേണ്ടതാണെന്നുള്ളതു കൂടി നിബന്ധനചെയ്യുന്നതു ആവശ്യമെന്നു കണ്ടിരിക്കുന്നു.

1927 ആഗസ്റ്റ് 18-നു. ആർ. എൻ. അരോഗ്യസ്വാമി മുതലിയാർ.

പി. വി. കുരുവിള,
മലയാളം ഭാഷാന്തരക്കാരൻ,
ഗവർണ്മെന്റ് (മദ്ധ്യസ്ഥനിലവ്) ഡിപ്പാർട്ടുമെന്റ്.

(A true translation)

P. V. KURUVILA,
Malayalam Translator to Government.

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Reg. No. 1—M.

THE FORT ST. GEORGE GAZETTE.

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Part III—Proceedings of the Indian Legislature

CONTENTS.

	PAGE
Legislative Assembly	
Bill No. 33 of 1927.—Transfer of Property (Amendment)	185
Bill No. 34 of 1927.—Transfer of Property (Amendment) Supplementary	200

Bills introduced in the Council of State and Legislative Assembly, Reports of Select Committees presented to the Council and Assembly and Bills published under Rule 18 of the Indian Legislative Rules.

NOTIFICATION.

Simla, the 17th August 1927.

No. 149 I. 27-A.—Under Rule 18 of the Indian Legislative Rules the Governor General has been pleased to order the publication in the *Gazette of India* of the following Bills, together with the Statements of Objects and Reasons relating thereto, and the Bills and Statements of Objects and Reasons are accordingly published for general information:—

L. A. BILL No. 33 OF 1927.

A Bill further to amend the Transfer of Property Act, 1882, for certain purposes.

1882. WHEREAS it is expedient further to amend the Transfer of Property Act, 1882, for the purposes hereinafter appearing; It is hereby enacted as follows:—

Short title and commencement.

1. (*1*) This Act may be called the Transfer of Property (Amendment) Act, 192 .

(*2*) It shall come into force on the first day of January, 1929.

Amendment of section 2, Act IV of 1882.

2. In section 1 of the Transfer of Property Act, 1882 (hereinafter referred to as the said Act), for the words and figures "paragraphs 2 and 3", in both places where they occur, the word and figure "paragraph 2" shall be substituted. IV of 1882.

Amendment of section 2, Act IV of 1882.

3. In section 2 of the said Act, the word "Hindu", and the words "or Buddhist" shall be omitted.

Amendment of section 3, Act IV of 1882.

4. In section 3 of the said Act, for the last paragraph, containing the definition of "notice", the following shall be substituted, namely:—

"a person is said to have "notice" of a fact when he actually knows that fact, or when, but for wilful abstention from an inquiry or search which he ought to have made, or gross negligence, he would have known it.

Explanation I.—Where any transaction relating to immoveable property has been effected by a registered instrument, any person acquiring such property or any part of, or share or interest in, such property shall be deemed to have notice of such instrument as from the date of registration.

Explanation II.—Any person acquiring any immoveable property or any share or interest in any such property shall be deemed to have notice of the title, if any, of any person who is for the time being in actual possession thereof.

Explanation III.—A person shall be deemed to have had notice of any fact if his agent acting in the course of the business transacted on his behalf has notice of that fact within the meaning of this provision."

Amendment of section 4, Act IV of 1882.

5. In section 4 of the said Act, for the words and figures "paragraphs 2 and 3" the word and figure "paragraph 2" shall be substituted, and for the figures "1877" the figures "1908" shall be substituted.

Amendment of section 6, Act IV of 1882.

6. In section 6 of the said Act, after clause (*d*) the following clause shall be inserted, namely:—

"(*dd*) A right to future maintenance in whatsoever manner arising or secured or determined cannot be transferred."

Amendment of section 11, Act IV of 1882.

7. For the second paragraph of section 11 of the said Act beginning with the words "Nothing in this section" and ending with the words "in a particular manner" the following shall be substituted, namely:—

"Where any such direction has been made in respect of one piece of immoveable property for the purpose of securing the beneficial enjoyment of another piece of such property, nothing in this section shall be deemed to affect any right which the transferee may have to enforce such direction or any remedy which he may have in respect of a breach thereof."

Amendment of section 13, Act IV of 1882.

8. In section 13 of the said Act, for the words "as regards the whole class" the following words shall be substituted, namely:—

"in regard to those persons only and not in regard to the whole class."

Substitution of new sections for sections 16, 17 and 18, Act IV of 1882.

9. For sections 16, 17 and 18 of the said Act, the following sections shall be substituted, namely:—

"16. Where by reason of any of the rules contained in sections 13 and 14, an interest created for the benefit of a person or of a class of persons fails in regard to such person or the whole of such class, any interest created in the same transaction and intended to take effect after or upon failure of such prior interest also fails. Transfer to take effect on failure of prior interest.

"17. (*1*) Where the terms of a transfer of property direct that the income arising from the property shall be accumulated either wholly or in part during a period longer than— Direction for accumulation.

(*a*) the life of the transferor, or

(*b*) a period of eighteen years from the date of the transfer,

such direction shall, save as hereinafter provided, be void to the extent to which the period during which the accumulation is directed exceeds the longer of the aforesaid periods, and at the end of such last-mentioned period the property and income thereof shall be disposed of as if the period during which the accumulation has been directed to be made has elapsed.

(*2*) This section shall not affect any direction for accumulation for the purpose of—

(i) the payment of the debts of the transferor or any other person taking any interest under the transfer, or

(ii) the provision of portions for children or remoter issue of the transferor or of any other person taking any interest under the transfer, or

(iii) the preservation or maintenance of the property transferred;

and such direction may be made accordingly.

"18. The restrictions in sections 14, 16 and 17 shall not apply in the case of a transfer of property for the benefit of the public in the advancement of religion, knowledge, commerce, health, safety or any other object beneficial to mankind." Transfer in perpetuity for benefit of public.

19. In section 30 of the said Act,— Amendment of section 30, Act IV of 1882.

(*a*) the words "with the intention of defeating such right" shall be omitted, and for the words "of such intention" the word "thereof" shall be substituted, and

(*b*) in the *Illustration* the words "in good faith," shall be omitted.

11. In section 40 of the said Act, for the words "of the latter property or to compel its enjoyment in a particular manner," the words "in a particular manner of the latter property," shall be substituted. Amendment of section 40, Act IV of 1882.

12. In section 43 of the said Act,— Amendment of section 43, Act IV of 1882.

(*a*) after the word "person" the words "fraudulently or" shall be inserted, and

(*b*) after the words "the contract of transfer subsists," the following paragraph shall be inserted, namely:—

"When a suit is brought by the transferee to enforce his right under the transfer, the transferee shall not be entitled to claim any interest which the transferor may acquire in such property subsequent to the passing of a decree in such suit, from which no appeal lies, and not thereafter."

13. (*1*) In section 52 of the said Act,— Amendment of section 52, Act IV of 1882.

(*a*) for the words "active prosecution" the word "pendency" shall be substituted;

(*b*) for the words "a contentious" the word "any" shall be substituted; and

(*c*) after the words "suit or proceeding" where they occur for the first time, the words "which is not collusive and" shall be inserted.

(*f*) To the same section the following *Explanation* shall be added, namely :—

"*Explanation.*—For the purposes of this section, the pendency of a suit or proceeding shall be deemed to commence from the date of the presentation of the plaint or the institution of the proceeding in a Court of competent jurisdiction, and to continue until the suit or proceeding has been finally disposed of by a decree or order from which no appeal lies, and final satisfaction of such decree or order has been obtained, or has become unobtainable by reason of the expiration of any period prescribed for the execution thereof by any law for the time being in force."

Substitution of new section for section 53, Act IV of 1882.

14. For section 53 of the said Act the following section shall be substituted, namely :—

Fraudulent transfer

"53. (*1*) Every transfer of immoveable property made with intent to defeat or delay the creditors of the transferor shall be voidable at the option of any creditor so defeated or delayed.

Nothing in this sub-section shall impair the rights of a transferee in good faith and for consideration

Nothing in this sub-section shall affect any law for the time being in force relating to insolvency

A suit instituted by a creditor (which term includes a decree-holder whether he has or has not applied for execution of his decree) to avoid a transfer on the ground that it has been made with intent to defeat or delay the creditors of the transferor, shall be instituted on behalf of, or for the benefit of, all the creditors.

(*2*) Every transfer of immoveable property made gratuitously with intent to defraud a subsequent transferee shall be voidable at the option of such transferee.

For the purposes of this sub-section no transfer gratuitously made shall be deemed to have been made with intent to defraud by reason only that a subsequent transfer for consideration was made."

Insertion of new section 53A in Act IV of 1882. Part performance.

15. After section 53 of the said Act the following section shall be inserted, namely :—

"53A. Where any person contracts to transfer for consideration any immoveable property by writing signed by him or on his behalf from which the terms necessary to constitute the transfer can be ascertained with reasonable certainty,

and the transferee has, in part performance of the contract, taken possession of the property or any part thereof, or the transferee, being already in possession, continues in possession in part performance of the contract and has done some act in furtherance of the contract,

and the transferee has performed or is willing to perform his part of the contract,

then, notwithstanding that the contract though required to be registered has not been registered, or, where there is an instrument of transfer, that the transfer has not been completed in the manner prescribed therefor by the law for the time being in force, the transferor or any person claiming under him shall be debarred from enforcing against the transferee and persons claiming under him any right in respect of the property of which the transferee has taken or

continued in possession, other than a right arising out of the contract:

Provided that nothing in this section shall affect the rights of a transferee for consideration who has no notice of the contract or of the part performance thereof."

Amendment of section 54, Act IV of 1882.

16. In section 54 of the said Act,—

(a) the word "tangible," wherever it occurs, shall be omitted;

(b) for the words "of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing," the words "or of any interest therein" shall be substituted; and

(c) the words "In the case of tangible immoveable property, of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property" shall be omitted.

Amendment of section 55, Act IV of 1882.

17. In section 55 of the said Act,—

(a) in sub-clause (a) of clause (1) after the word "property" the words "or in the seller's title thereto" shall be inserted;

(b) in sub-clause (b) of clause (4), after the word "buyer" where it occurs for the second time, the words "or any person claiming under him with notice of the sale" shall be inserted; and after the words "on such amount or part" the words "from the date on which possession has been delivered" shall be added; and

(c) in sub-clause (i) of clause (6) the words "with notice of the payment" shall be omitted.

Substitution of new section for section 56, Act IV of 1882.

18. For section 56 of the said Act the following section shall be substituted, namely:—

Marshalling by subsequent purchaser.

"56. If the owner of two or more properties mortgages them to one person and then sells one or more of the properties to another person, the buyer is, in the absence of a contract to the contrary, entitled to have the mortgage-debt satisfied out of the property or properties not sold to him, so far as the same will extend, but not so as to prejudice the rights of the mortgagee or persons claiming under him or of any other person who has for consideration acquired an interest in any of the properties."

Amendment of section 58 Act IV of 1882.

19. In section 58 of the said Act,—

(a) in clause (a), the words and brackets "(if any)" shall be omitted;

(b) to clause (c) the following proviso shall be added, namely:—

"Provided that no such transaction shall be deemed to be a mortgage, unless the condition is embodied in the document which effects or purports to effect the sale";

(c) in clause (d)—

(i) after the words "Where the mortgagee delivers possession", the words "or expressly or by implication binds himself to deliver possession" shall be inserted; and

(ii) for the words "and to appropriate them", the words "or any part of such rents and profits and to appropriate the same" shall be substituted; and

(d) after clause (e) the following clause shall be added, namely:—

"(f) A mortgage which is not a simple mortgage, a mortgage by conditional sale, an usufructuary mortgage or an English mortgage within the meaning of this section, is called an anomalous mortgage."

Amendment of section 59, Act IV of 1882.

20. In section 59 of the said Act,—

(a) the words "Where the principal money secured is one hundred rupees or upwards," and

(b) the second paragraph beginning with the words "Where the principal money" and ending with the words "by delivery of the property."

shall be omitted

Insertion of new section 59A in Act IV of 1882

21. After section 59 of the said Act the following section shall be inserted, namely :—

References to mortgagors and mortgagees to include persons deriving title from them.

"59A. Unless otherwise expressly provided references in this Chapter to mortgagors and mortgagees shall be deemed to include references to persons deriving title from them respectively."

Amendment of section 60, Act IV of 1882.

22. In section 60 of the said Act,—

(a) for the word "payable" the word "due" shall be substituted ;

(b) for the words "the mortgage-deed, if any, to the mortgagor" the following words shall be substituted, namely :—

"to the mortgagor the mortgage-deed and all documents relating to the mortgaged property which are in the possession or power of the mortgagee";

(c) the words and brackets "(where the mortgage has been effected by a registered instrument)" shall be omitted ; and

(d) after the words "remaining due on the mortgage, except", the word "only" shall be inserted.

Substitution of new section for section 61, Act IV of 1882.

23. For section 61 of the said Act and the illustration thereto the following section shall be substituted, namely :—

Right to redeem separately or consolidatedly.

"61. A mortgagor who has executed two or more mortgages in favour of the same mortgagee shall, in the absence of a contract to the contrary, when the principal money of any two or more of the mortgages has become due, be entitled to redeem any one such mortgage separately, or any two or more of such mortgages together."

Amendment of section 62, Act IV of 1882.

24. In section 62 of the said Act,—

(a) after the words "In the case of", for the article "a" the article "an" shall be substituted ; and

(b) in clause (b)—

(i) for the words "the interest of the principal money" the words "or any part thereof a part only of the mortgage-money," shall be substituted ; and

(ii) for the words "the principal money," where they occur for the second time, the words "the balance of the mortgage-money" shall be substituted.

Amendment of section 63, Act IV of 1882.

25. In section 63 of the said Act, for the words "at the same rate of interest" the words "at the rate of interest payable on the principal, and, where no such rate is fixed in the mortgage-deed, at the rate of nine per cent per annum" shall be substituted.

28. After section 63 of the said Act the following section shall be inserted, namely :— Insertion of new section 63A in Act IV of 1882

"63A. (1) Where the mortgaged property in possession of the mortgagee has, during the continuance of the mortgage, been improved, the mortgagor, upon redemption, shall, in the absence of a contract to the contrary, be entitled to the improvement; and the mortgagor shall not, save only in cases provided for in sub-section (2), be liable to pay the cost thereof. Improvements to mortgaged property.

(2) Where any such improvement was effected at the cost of the mortgagee and was necessary to preserve the property from destruction or deterioration or was necessary to prevent the security from becoming insufficient, or was made in compliance with the lawful order of any public servant or public authority, the mortgagor shall, in the absence of a contract to the contrary, be liable to pay the proper cost thereof as an addition to the principal money at the rate of interest payable on the principal, and where no such rate is fixed in the mortgage deed, at the rate of nine per cent per annum, and the profits, if any, accruing by reason of the improvement shall be credited to the mortgagor."

27. In section 64 of the said Act, the words "for a term of years" shall be omitted. Amendment of section 64, Act IV of 1882.

28. In section 66 of the said Act,— Amendment of section 66, Act IV of 1882

(a) in clause (d) the words "for a term of years" shall be omitted; and

(b) the words "Nothing in clause (c), or in clause (d), so far as it relates to the payment of future rent, applies to the case of an usufructuary mortgage" shall be omitted.

29. After section 65 of the said Act the following section shall be inserted, namely :— Insertion of new section 65A in Act IV of 1882

"65A. (1) Subject to the provisions of sub-section (2), a mortgagor, while in possession of the mortgaged property, shall have power to make leases thereof, which shall be binding on the mortgagee. Mortgagor's power to lease.

(2) (a) Every such lease shall be such as would be made in the ordinary course of management of the property concerned, and in accordance with any local law, custom and usage.

(b) Every such lease shall reserve the best rent that can reasonably be obtained, and no premium shall be paid or promised and no rent shall be payable in advance.

(c) No such lease shall contain a covenant for renewal.

(d) Every such lease shall take effect from a date not later than six months from the date on which it is made.

(e) In the case of a lease of agricultural land, such lease shall not be on terms more favorable to the lessee than those of a lease from year to year as set out in section 106.

(f) In the case of a lease of buildings, whether leased with or without the land on which they stand, the duration of the lease shall in no case exceed three years, and the lease shall contain a covenant for payment of the rent and a condition of re-entry on the rent not being paid within a time therein specified

(3) The provisions of sub-section (2) apply only if and as far as a contrary intention is not expressed in the mortgage deed; and the

provisions of sub-section (2) may be varied or extended by the mortgage-deed, and as so varied and extended, shall, as far as may be, operate in like manner and with all like incidents, effects and consequences, as if such variations or extensions were contained in that sub-section."

Amendment of section 67, Act IV of 1882

30. In section 67 of the said Act,—

(a) for the word "payable" the word "due" shall be substituted; and

(b) for clause (a) the following clause shall be substituted, namely:—

"(a) to authorise any mortgagee, other than a mortgagee by conditional sale or a mortgagee under an anomalous mortgage by the terms of which he is entitled to foreclose, to institute a suit for foreclosure, or an usufructuary mortgagee as such or a mortgagee by conditional sale as such to institute a suit for sale; or".

Insertion of new section 67A in Act IV of 1882.

31. After section 67 of the said Act the following section shall be inserted, namely:—

Mortgagee when bound to bring one suit on several mortgages

"67A. A mortgagee who holds two or more mortgages executed by the same mortgagor in respect of each of which he has a right to obtain the same kind of order under section 67, and who sues to obtain such order on any one of the mortgages, shall, in the absence of a contract to the contrary, be bound to sue on all the mortgages in respect of which the mortgage-money has become due."

Substitution of new section for section 68, Act IV of 1882.

32. For section 68 of the said Act the following section shall be substituted, namely:—

Right to sue mortgage-money.

"68. (1) The mortgagee has a right to sue for the mortgage-money in the following cases and no others, namely:—

(a) where the mortgagor binds himself to repay the same;

(b) where, by any cause other than the wrongful act or default of the mortgagor or mortgagee, the mortgaged property is wholly or partially destroyed or the security is rendered insufficient within the meaning of section 65, and the mortgagee has given the mortgagor a reasonable opportunity of providing further security enough to render the whole security sufficient, and the mortgagor has failed to do so;

(c) where the mortgagee is deprived of the whole or part of his security by or in consequence of the wrongful act or default of the mortgagor;

(d) where, the mortgagee being entitled to possession of the mortgaged property, the mortgagor fails to deliver the same to him, or to secure the possession thereof to him without disturbance by the mortgagor or any person claiming under a title superior to that of the mortgagor.

(2) Where a suit is brought under clause (c) or clause (d) of sub-section (1), the suit and all proceedings therein shall be stayed, notwithstanding any contract to the contrary, until the mortgagee has exhausted all his available remedies against the mortgaged property, or what remains of it, unless the mortgagee elects to abandon his security and the mortgage is extinguished by a registered instrument."

33. To section 69 of the said Act,— Amendment of section 69, Act IV of 1882.

'(a) the first paragraph beginning with the words "A power conferred by the mortgage-deed" and ending with the words "specify in this behalf" shall be numbered as sub-section (1);

(b) in the sub-section so numbered,— Power of sale when invalid.

(i) for the words "A power conferred by the mortgage deed on the mortgagee, or on any person on his behalf, to sell or concur in selling, in default of payment of the mortgage-money, the mortgaged property, or any part thereof, without the intervention of the Court, is valid in the following cases and in no others, namely :—" the following words shall be substituted, namely :—

I of 1866. Notwithstanding anything contained in the Trustees' and Mortgagees' Powers Act, 1866, a mortgagee, or any person acting on his behalf, shall, subject to the provisions of this section, have power to sell or concur in selling the mortgaged property, or any part thereof, in default of payment of the mortgage-money, without the intervention of the Court, in the following cases and in no others, namely :—" Sale without intervention of Court.

(ii) in clauses (b) and (c), after the word "where" where it occurs, the words "a power of sale without the intervention of the Court is expressly conferred on the mortgagee by the mortgage-deed, and" shall be inserted; and

(iii) in clause (c), for the word "is" the words "was, on the date of the execution of the mortgage deed," shall be substituted and after the words "any other town" the words "or area" shall be inserted.

(c) the word 'But' in the beginning of the second paragraph shall be omitted, and the said paragraph ending with the words "after becoming due" shall be numbered as sub-section (2), and clauses (1) and (2) of the said paragraph shall be lettered as (a) and (b), respectively;

(d) the third paragraph beginning with the words "When a sale has been made" and ending with the words "exercising the power" shall be numbered as sub-section (3);

(e) the fourth paragraph beginning with the words "The money which is received" and ending with the words "of the sale thereof" shall be numbered as sub-section (4);

(f) for the fifth paragraph beginning with the words "Nothing in the former part" and ending with the words "comes into force" the following paragraph shall be substituted and shall be numbered as sub-section (5), namely :—

"(5) Nothing in this section or in section 69A applies to powers conferred before the first day of July, 1882"; and

(g) the last paragraph beginning with the words "The powers and provisions" and ending with the words "local official Gazette" shall be omitted.

34. After section 69 of the said Act the following section shall be inserted, namely :— Insertion of new section 69A in Act IV of 1882.

"69A. (1) Where a mortgagee has a power of sale under sub-section (1) of section 69, and the right to exercise that power has arisen under sub-section (2) of that section, and in no other case, the mortgagee shall, subject to the provisions of sub-section (2), be entitled to appoint, by writing signed by him or on his behalf, a receiver of the income of the mortgaged property or any part thereof. Appointment of receiver.

(2) Any person who has been named in the mortgage-deed and is willing and able to act as receiver, may be appointed by the mortgagee.

If no person has been so named, or if all persons named are unable or unwilling to act, or are dead, the mortgagee may appoint any person to whose appointment the mortgagor agrees. Failing such agreement, the mortgagee shall be entitled to apply to the Court for the appointment of a receiver, and any person appointed by the Court shall be deemed to have been duly appointed by the mortgagee.

A receiver may at any time be removed by writing signed by or on behalf of the mortgagee and the mortgagor, or by the Court on application made by either party and on due cause shown.

A vacancy in the office of receiver may be filled in accordance with the provisions of this sub-section.

(3) A receiver appointed under the powers conferred by this section shall be deemed to be the agent of the mortgagor; and the mortgagor shall be solely responsible for the receiver's acts or defaults, unless the mortgage-deed otherwise provides.

(4) The receiver shall have power to demand and recover all the income of which he is appointed receiver, by suit, execution or otherwise, in the name either of the mortgagor or of the mortgagee to the full extent of the interest which the mortgagor could dispose of, and to give valid receipts accordingly for the same, and to exercise any powers which may have been delegated to him by the mortgagee in accordance with the provisions of this section.

(5) A person paying money to the receiver shall not be concerned to inquire if the appointment of the receiver was valid or not.

(6) The receiver shall be entitled to retain out of any money received by him, for his remuneration, and in satisfaction of all costs, charges and expenses incurred by him as receiver, a commission at such rate not exceeding five per cent. on the gross amount of all money received as is specified in his appointment, and, if no rate is so specified, then at the rate of five per cent. on that gross amount, or at such other rate as the Court thinks fit to allow, on application made by him for that purpose.

(7) The receiver shall, if so directed in writing by the mortgagee, insure to the extent, if any, to which the mortgagee might have insured and keep insured against loss or damage by fire, out of the money received by him, the mortgaged property or any part thereof being of an insurable nature.

(8) Subject to the provisions of this Act as to the application of insurance money, the receiver shall apply all money received by him as follows, namely:—

(*i*) in discharge of all rents, taxes, land revenue, rates and outgoings whatever affecting the mortgaged property;

(*ii*) in keeping down all annual sums or other payments, and the interest on all principal sums, having priority to the mortgage in right whereof he is receiver;

(*iii*) in payment of his commission, and of the premiums on fire, life, or other insurances, if any, properly payable under the mortgage deed or under this Act, and the cost of executing necessary or proper repairs directed in writing by the mortgagee;

(*iv*) in payment of the interest falling due under the mortgage;

(*v*) in or towards discharge of the principal money, if so directed in writing by the mortgagee;

and shall pay the residue, if any, of the money received by him to the person who, but for the possession of the receiver, would have been entitled to receive the income of which he is appointed receiver, or who is otherwise entitled to the mortgaged property.

(9) The provisions of sub-section (1) apply only if and so far as a contrary intention is not expressed in the mortgage-deed, and the provisions of sub-sections (3) to (8) inclusive may be varied or extended by the mortgage deed, and, as so varied or extended, shall, so far as may be, operate in like manner and with all the like incidents, effects and consequences, as if such variations or extensions were contained in the said sub-sections.

(10) Application may be made, without the institution of a suit, to the Court for its opinion, advice or direction on any present question respecting the management or administration of the mortgaged property, other than questions of difficulty or importance not proper in the opinion of the Court for summary disposal. A copy of such application shall be served upon, and the hearing thereof attended by, such of the persons interested in the application as the Court may think fit.

The costs of every application under this sub-section shall be in the discretion of the Court.

(11) In this section "the Court" means the Court which would have jurisdiction in a suit to enforce the mortgage."

Amendment of section 71, Act IV of 1882.

35. In section 71 of the said Act, the words "for a term of years" shall be omitted.

Amendment of section 72, Act IV of 1882.

35. In section 72 of the said Act,—

(i) for the words "When, during the continuance of the mortgage, the mortgagee takes possession of the mortgaged property, he" the words "A mortgagee" shall be substituted;

(ii) clause (a) shall be omitted;

(iii) in clause (b) for the words "its preservation" the words "the preservation of the mortgaged property" shall be substituted;

(iv) after the words "where no such rate is fixed" the words "in the mortgage deed" shall be inserted;

(v) after the words "nine per cent per annum," the following proviso shall be inserted, namely:—

"Provided that the expenditure of money by the mortgagee under clauses (b) and (c) shall not be deemed to be necessary unless the mortgagor has failed to take proper and timely steps to preserve the property or to support the title."; and

(vi) for the words "a charge on the mortgaged property, in addition to the principal money, with the same priority and with interest at the same rate," the following shall be substituted, namely:—

"added to the principal money at the rate of interest payable on the principal money or, where no such rate is fixed in the mortgage-deed, at the rate of nine per cent. per annum".

Substitution of new section for section 73, Act IV of 1882.

37. For section 73 of the said Act the following section shall be substituted, namely:—

Right to proceeds of revenue sale or compensation on acquisition.

"73. (1) Where the mortgaged property or any part thereof or any interest therein is sold owing to failure to pay arrears of revenue or other charges of a public nature or rent due in respect of such property, and such failure did not arise from any default of the mortgagee, the mortgagee shall be entitled to claim payment of

the mortgage-money, in whole or in part, out of any surplus of the sale-proceeds remaining after payment of the arrears and of all charges and deductions directed by law.

(2) Where the mortgaged property or any part thereof or any interest therein is acquired under the Land Acquisition Act, 1894, or any other enactment for the time being in force providing for the compulsory acquisition of immoveable property, the mortgagee shall be entitled to claim payment of the mortgage-money, in whole or in part, out of the amount due to the mortgagor as compensation. I of 1894

(3) Such claims shall prevail against all other claims except those of prior encumbrancers, and may be enforced notwithstanding that the principal money on the mortgage is not due."

Omission of sections 74 and 75, Act IV of 1882.

38. Section 74 and section 75 of the said Act shall be omitted.

Amendment of section 76, Act IV of 1882

39. In section 76 of the said Act,—

(a) in clause (c) after the words "charges of a public nature" the words "and all rent" shall be inserted;

(b) in clause (d) after the words "deducting the expenses" the words "properly incurred for the management of the property and the collection of rents and profits and the other expenses" shall be inserted; and the words "on the mortgage-money" shall be omitted; and

(c) in clause (i) the word "gross" shall be omitted, and after the words "as the case may be" the following shall be inserted, namely:—

"and shall not be entitled to deduct any amount therefrom on account of any expenses incurred after such date or time in connexion with the mortgaged property."

Omission of section 80, Act IV of 1882.

40. Section 80 of the said Act shall be omitted.

Substitution of new section for section 81, Act IV of 1882

41. For section 81 of the said Act the following section shall be substituted, namely:—

Marshalling securities.

"81. If the owner of two or more properties mortgages them to one person and then mortgages one or more of the properties to another person, the subsequent mortgagee is, in the absence of a contract to the contrary, entitled to have the prior mortgage-debt satisfied out of the property or properties not mortgaged to him, so far as the same will extend, but not so as to prejudice the rights of the prior mortgagee or of any other person who has for consideration acquired an interest in any of the properties."

Amendment of section 82, Act IV of 1882

42. In section 82 of the said Act,—

(1) for the first paragraph beginning with the words "Where several properties" and ending with the words "date of the mortgage," the following shall be substituted, namely:—

"Where property subject to a mortgage belongs to two or more persons having distinct and separate rights of ownership therein, the different parts of such property owned by such persons are, in the absence of a contract to the contrary, liable to contribute rateably to the debt secured by the mortgage, and, for the purpose of determining the rate at which each such part shall contribute, the value

thereof shall be deemed to be its value at the date of the mortgage after deduction of the amount of any other mortgage or charge to which it may have been subject on that date."

(2) In the third paragraph of the same section, for the word "second" the word "subsequent" shall be substituted.

Amendment of section 83, Act IV of 1882

43. In section 83 of the said Act,—

(a) for the words "has become payable" the words "payable in respect of any mortgage has become due" shall be substituted;

(b) for the words "if then in his possession or power" the words "and all documents in his possession or power relating to the mortgaged property" shall be substituted;

(c) after the word "mortgage-deed," where it occurs for the second time, the words "and all such other documents" shall be inserted; and

(d) the following paragraph shall be added after the words "such other person as aforesaid," namely:—

"Where the mortgagee is in possession of the mortgaged property, the Court shall before paying to him the amount so deposited, direct him to deliver possession thereof to the mortgagor and at the cost of the mortgagor either to re-transfer the mortgaged property to the mortgagor or to such third person as the mortgagor may direct or to execute and have registered an acknowledgment in writing that any right in derogation of the mortgagor's interest transferred to the mortgagee has been extinguished."

Amendment of section 84, Act IV of 1882

44. In section 84 of the said Act,—

(a) after the words "from the date of the tender, or" the words ", in the case of a deposit, when no previous tender of such amount has been made," shall be inserted;

(b) for the words ", as the case may be" the following shall be substituted, namely:—

"and the notice required by section 83 has been served on the mortgagee:

Provided that, where the mortgagor has deposited such amount without having made a previous tender thereof and has subsequently withdrawn the same or any part thereof, interest on the principal money shall be payable from the date of such withdrawal"; and

(c) after the words "tender of the mortgage money" the words "and such notice has not been given before the making of the tender or deposit, as the case may be," shall be added.

Substitution of new section for section 91, Act IV of 1882

45. For section 91 of the said Act the following section shall be substituted, namely:—

Persons who may sue for redemption.

"91. Besides the mortgagor, any of the following persons may redeem, or institute a suit for redemption of, the mortgaged property, namely:—

(a) any person (other than the mortgagee of the interest sought to be redeemed) who has any interest in, or charge upon, the property mortgaged or in or upon the right to redeem the same;

(b) any surety for the payment of the mortgage debt or any part thereof; or

(c) any creditor of the mortgagor who has in a suit for the administration of his estate obtained a decree for sale of the mortgaged property".

Insertion of new sections 92, 93 and 94 in Act IV of 1882.

43. After section 91 of the said Act the following sections shall be inserted, namely :—

Subrogation.

"92. Any of the persons referred to in section 91 other than the mortgagor and any co-mortgagor shall, on redeeming property subject to the mortgage, have, so far as regards redemption, foreclosure or sale of such property, the same rights as the mortgagee whose mortgage he redeems may have against the mortgagor or any other mortgagee.

The right conferred by this section is called the right of subrogation, and a person acquiring the same is said to be subrogated to the rights of the mortgagee whose mortgage he redeems.

A person who has advanced to a mortgagor money with which the mortgage has been redeemed shall be subrogated to the rights of the mortgagee whose mortgage has been redeemed, if the mortgagor has by a registered instrument agreed that such person shall be so subrogated.

Nothing in this section shall be deemed to confer a right of subrogation on any person unless the mortgage in respect of which the right is claimed has been redeemed in full.

Prohibition of tacking.

93. No mortgagee paying off a prior mortgage, whether with or without notice of an intermediate mortgage, shall thereby acquire any priority in respect of his original security. And, except in the case provided for by section 73, no mortgagee making a subsequent advance to the mortgagor, whether with or without notice of an intermediate mortgage, shall thereby acquire any priority in respect of his security for such subsequent advance.

Rights of means mortgagee.

94. Where property is mortgaged for successive debts to successive mortgagees, a means mortgagee has the same rights against mortgagees posterior to himself as he has against the mortgagor ".

Substitution of new section for section 95, Act IV of 1882.

47. For section 95 of the said Act the following section shall be substituted, namely :—

Right of redeeming co-mortgagor to expenses.

" 95. Where one of several mortgagors redeems the mortgaged property, he shall, in enforcing his right of subrogation under section 92 against his co-mortgagors, be entitled to add to the mortgage-money recoverable from them such proportion of the expenses properly incurred in such redemption as is attributable to their share in the property ".

Amendment of section 98, Act IV of 1882.

48. In section 98 of the said Act, for the words " a mortgage not being a simple mortgage, a mortgage by conditional sale, an usufructuary mortgage or an English mortgage, or a combination of the first and third, or the second and third, of such forms " the words " an anomalous mortgage " shall be substituted

Amendment of section 100 Act IV of 1882.

49. In section 100 of the said Act,—

(a) for the words " as to a mortgagor shall, so far as may be, apply to the owner of such property, and the provisions of sections 81 and 82 shall, so far as may be, apply to the person having such charge " the words " which apply to a simple mortgage shall, so far as may be, apply to such charge," shall be substituted ; and

(b) after the words " in the execution of his trust " the following words shall be added, namely :—

" and, save as otherwise expressly provided by any law for the time being in force, no charge shall be enforced against any property in the hands of a person to whom such property has been transferred for valuable consideration and without notice of the charge."

Substitution of new section 101, Act IV of 1882, No merger in case of subsequent encumbrance.

50. For section 101 of the said Act the following section shall be substituted, namely :—

" 101. Any mortgagee of, or person having a charge upon, immoveable property, or any transferee from such mortgagee or charge-holder, may purchase or otherwise acquire the rights in the property of the mortgagor or owner, as the case may be, without thereby causing the mortgage or charge to be merged as between himself and any subsequent mortgagee of, or person having a subsequent charge upon, the same property ; and no such subsequent mortgagee or charge-holder shall be entitled to foreclose or sell such property without redeeming the prior mortgage or charge, or otherwise than subject thereto ".

Amendment of section 102, Act IV of 1882.

51. In section 102 of the said Act,—

(a) for the words " Where the person or agent on whom such notice should be served cannot be found in the said district, or is unknown " the words " Where no person or agent on whom such notice should be served can be found or is known " shall be substituted ;

(b) after the words " and any notice served in compliance with such direction shall be deemed sufficient " the following proviso shall be inserted, namely :—

" Provided that, in the case of a notice required by section 83, in the case of a deposit, the application shall be made to the Court in which the deposit has been made. " ;

(c) for the words " Where the person or agent to whom such tender should be made cannot be found within the said district, or is unkown " the words " Where no person or agent to whom such tender should be made can be found or is known " shall be substituted ; and

(d) for the words " in such Court as last aforesaid " the words " in any Court in which a suit might be brought for redemption of the mortgaged property " shall be substituted.

Amendment of section 103, Act IV of 1882.

52. In section 103 of the said Act :—

(a) after the words " such notice may be served ", the words " on or by " shall be inserted, and

(b) the words beginning with " *ad litem* " and ending with " guardian appointed thereunder " shall be omitted

Amendment of section 106, Act IV of 1882.

53. In section 106 of the said Act, for the words " tendered or delivered either personally to the party who is intended to be bound by it, " the following shall be substituted, namely :—

" either be sent by post to the party who is intended to be bound by it or be tendered or delivered personally to such party ".

Substitution of new section for section 107, Act IV of 1882. Leases how made.

54. For section 107 of the said Act the following section shall be substituted, namely :—

" 107. A lease of immoveable property, except a lease from month to month, or for any term not exceeding one month can be made only

by a registered instrument, and such instrument or, where there are more instruments than one, each such instrument shall be executed by both the lessor and the lessee :

Provided that the Local Government may, with the previous sanction of the Governor General in Council by notification in the local official Gazette, direct that leases of immovable property of any description specified in the notification may be made by unregistered instrument or by oral agreement "

Amendment of section 108, Act IV of 1882.

55. In section 108 of the said Act :—

(a) in clause (*h*)—

(*i*) after the words "the lessee may" the words "even after the determination of the lease" shall be inserted ; and

(*ii*) for the words "during the continuance of the lease," the words "whilst he is in possession of the property leased but not afterwards," shall be substituted ; and

(*b*) in clause (*n*) after the words "or damage buildings," the words "belonging to the lessor or" shall be inserted.

Amendment of section 111, Act IV of 1882.

56. In clause (*g*) of section 111 of the said Act :—

(*a*) the words "or the lease shall become void" shall be omitted ;

(*b*) after the words "title in himself" the following shall be inserted, namely :—

"or (3) the lessee is adjudicated an insolvent and the lease provides that the lessor may re-enter on the happening of such event" ;

(*c*) for the words "other case" the words "any of those cases" shall be substituted ; and

(*d*) after the words "does same act" the words "other than the institution of legal proceedings to enforce forfeiture" shall be inserted

Insertion of new section 114A in Act IV of 1882.

57. After section 114 of the said Act the following new section shall be inserted, namely :—

Relief against forfeiture in certain other cases.

"114A. Where a lease of immovable property has determined by forfeiture for a breach of an express condition which provides that on breach thereof the lessor may re-enter, no suit for ejectment shall lie unless and until the lessor has served on the lessee a notice—

(*a*) specifying the particular breach complained of ; and

(*b*) if the breach is capable of remedy, requiring the lessee to remedy the breach ;

and the lessee fails, within thirty days from the date of the service of the notice to remedy the breach, if it is capable of remedy.

Nothing in this section shall apply to an express condition against the assigning, under-letting, parting with the possession, or disposing of the property leased, or to an express condition relating to forfeiture in case of non-payment of rent. "

58. For section 119 of the said Act the following shall be substituted, namely :— Substitution of new section for section 119, Act IV of 1882.

"119. If any party to an exchange or any person claiming through such party is by reason of any defect in the title of the other party deprived of the thing or any part of the thing received by him in exchange, then, unless a contrary intention appears from the terms of the exchange, such other party is liable to him or any person claiming through him for loss caused thereby, or at the option of the person so deprived, for the return of the thing transferred, if still in the possession of such other party." Right of party deprived of things received in exchange

59. In section 128 of the said Act, after the words "debts due by" the words and liabilities of" shall be inserted. Amendment of section 128, Act IV of 1882.

60. In section 129 of the said Act, the words "or, save as provided by section 133, any rule of Hindu or Buddhist law" shall be omitted. Amendment of section 129, Act IV of 1882.

61. In section 130 of the said Act,—

(a) after the words "The transfer of an actionable claim" the words "whether with or without consideration", shall be inserted, and Amendment of section 130, Act IV of 1882.

(b) the words "and notwithstanding anything contained in section 123", shall be omitted.

62. Nothing in any of the following provisions of this Act, namely, sections 2, 3, 4, 5, 8, 9, 14, 16, 18, 19, 20, clause (*c*) of section 22, section 26, section 29, clause (*b*) of section 30, sections 31, 32, 33, 34, 45, 51, 54, 55, 57, 58, 60 and 61 shall be deemed in any way to affect— Saving clause.

(*a*) the terms or incidents of any transfer of property made or effected before the first day of January, 1929.

(*b*) the validity, invalidity, effect or consequences of anything already done or suffered before the aforesaid date.

(*c*) any right, title, obligation or liability already acquired, accrued or incurred before such date, or

(*d*) any remedy or proceeding in respect of such right, title, obligation or liability; and nothing in any other provision of this Act shall render invalid or in any way affect anything already done before the first day of January, 1929, in any proceeding pending in a Court on that date; and any such remedy and any such proceeding as is herein referred to may be enforced, instituted or continued, as the case may be, as if this Act had not been passed.

STATEMENT OF OBJECTS AND REASONS.

The Bill is sufficiently explained in the Report of the Special Committee printed below.

W. T. M. WRIGHT.

17th August 1927.

REPORT OF THE SPECIAL COMMITTEE.

To

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

In accordance with the Legislative Department Resolution No. F. 43/27-G., dated the 25th April 1927 (Appendix A), we the members of the Committee appointed by the Government of India to examine the provisions of the Bill to amend the Transfer of Property Act (IV of 1882), have the honour to submit the following Report :—

1. The constitution of the Committee was as follows :—

Chairman.

The Hon'ble Mr. S. R. Das, Law Member to the Council of the Governor General.

Members.

1. Mr. B. L. Mitter, Advocate General, Bengal.
2. Mr. D. F. Mulla, M.A., LL.B., Advocate, High Court, Bombay.
3. Dr. S. N. Sen, M.A., LL.D., Advocate, High Court, Allahabad.

Secretary.

Mr. J. R. Dharandhur, B.A., LL.B., Assistant Secretary to the Government of Bombay, Legal Department.

Mr. W. T. M. Wright, C.I.E., I.C.S., Secretary to the Government of India, Legislative Department, and Mr. D. G. Mitchell, C.I.E., I.C.S., Joint Secretary and Draftsman to the Government of India attended the meetings of the Committee.

2. The Committee assembled at Simla on the 27th April 1927. The first meeting of the Committee was held on the 5th May 1927, and it continued its deliberations till the 22nd June 1927 when the last meeting was held. Dr. Sen left Simla on the 15th June 1927. By that time, however, we were able to revise the whole Bill for the amendment of the Transfer of Property Act and the Supplementary Bill. Such further alterations as were found necessary in our drafts after the left have his approval.

3. Two Bills were submitted for our consideration, one relating to the amendment of the provisions of the Transfer of Property Act itself and the other a Supplementary Bill dealing with consequential amendments in the following Acts :—

(1) The Married Women's Property Act, 1874, section 8.
(2) The Code of Civil Procedure, 1908, Order XXXIV.
(3) The Indian Registration Act, 1908, sections 17, 48 and 49.
(4) The Indian Succession Act, 1925, sections 115 to 117.

The notes on clauses setting forth in detail the reasons for the proposed amendments were also placed before us.

4. Although the Transfer of Property Act was enacted on the 17th February 1882, it was in 1870 that its first draft in the form of rules was prepared by the First Indian Law Commission, consisting of Lord Romilly M. R. Sir Edward Ryan, formerly Chief Justice of Bengal, Lord Sherbrooke, Sir Robert Lush and Sir John McLeod who assisted Lord Macaulay in framing the Indian Penal Code. The Bill was again examined in 1879 by the Second Indian Law Commission consisting of Sir Charles Turner, the then Chief Justice of Madras Sir Raymond West, Judge of the Bombay High Court, and Mr Whitley Stokes, Law Member of the Governor-General's Council. It appears that no less than seven Bills were prepared before the final Bill

was passed into law in 1882. We fully recognise that any attempt to amend an Act which was the result of such long and careful consideration at the hands of eminent lawyers and jurists has to be made with the utmost caution. On the other hand, the passage of time has brought recognition to new principles in the law of property, and the conflict of judicial decisions with regard to some of its provisions and defects revealed by experience of its working for nearly half a century has made a revision of the Act necessary.

5. During the period of forty-five years that the Act has been in force, a large mass of conflicting decisions have arisen with regard to various provisions. As early as 1903 in his letter, dated the 21st August 1903, Mr. Justice Rampini (afterwards Sir Robert Fulton) while commenting on the Bill introduced for the amendment of section 59 of the Transfer of Property Act suggested to the Government of India the propriety of undertaking a general and thorough revision of the Act. In paragraphs 3 and 4 of his letter, he observed as follows :—

"The Transfer of Property Act was passed nearly twenty-five years ago, and was the first Act of the Legislature to embody the provisions of the Bengal Regulations of 1793 and 1806 and of the Bombay Regulations of 1827. It is usual to revise the Codes of the Indian Legislature after periods of about twenty years, and it is the more necessary to do so in the case of the Transfer of Property Act because—

(1) it is the first Act dealing with a branch of law it relates to, and

(2) during the past twenty-five years a large mass of conflicting case-law on the subject has grown up which it is advisable now either to embody in the Act or to set aside.

"Dr. Rash Behari Ghosh has observed in the preface to the 3rd edition of his work on 'The Law of Mortgage in India' that 'there is scarcely a single section in the chapter on the mortgages in the Transfer of Property Act on which conflicting rulings cannot be found. I would go even further and say that not only in respect of the chapter on mortgages but in respect of almost all the chapters of the Act there is a conflict of opinion between several High Courts."

6. Since the passing of the Transfer of Property Act in 1882, its provisions have been amended on twelve occasions.* But it does not appear that the general revision of the Act was undertaken or any new principle of importance or substance introduced.

7. Most of the provisions of Act IV of 1882 had been based on the decisions of the Courts of Equity in England before 1881, which had already been followed by Indian courts. The Conveyancing Act,

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* 1. Act III of 1885, amending sections 1, 4, 8 (i) and 9.
2. Act XV of 1895, saving Crown grants.
3. Act VI of 1900, amending sections 2, 3 (4) and (8) and Chapter VIII.
4. Act VI of 1904, amending sections 1, 60, 105, and 117.
5. Act V of 1908, repealing sections 85 to 90, 92, 94, 95 and 97 and re-enacting them in Order XXXIV of the Code of Civil Procedure.
6. Act II of 1910, amending sections 59 and 69.
7. Act XXVI of 1917, validating certain transactions made in Agra and Oudh and saving them from the provisions of section 59.
8. Act XXXVIII of 1920, amending sections 1 and 117.
9. Act XXXVIII of 1925, amending section 136.
10. Act XXVII of 1926, amending section 3 and inserting the definition of 'attestation' as further amended by Act X of 1927.
11. Act X of 1927, amending section 8.
12. Madras Act III of 1922, modifying the whole Act so as to give effect to the provisions of the Madras City Tenants' Protection Act, 1922.

1881 (44 and 45 Vict., c. 41) was passed in the previous year, but with the exception of a few provisions, such as sections 57, 61 and 69 of the Transfer of Property Act, the provisions of that Act were not used in drafting Act IV of 1882. Since 1882 the Conveyancing Act has been revised in England several times and the whole law of property is now consolidated and codified in the new Property Act, 1925 (15 & 16 Geo. V, c. 20).

8. In examining the two Bills which were submitted for our consideration, we have scrutinized the provisions of the Transfer of Property Act section by section in order to ascertain if any of the sections not included in the Bills required amendment in view of the amendments proposed in the Bills or in the light of judicial decisions or other circumstances. With regard to the provisions which are based on the principles of English law or the decisions of English courts, we have carefully examined the provisions of the English Property Act to see whether any change is necessary on the lines of the provisions of that Statute. Where it was found that the existing provisions of the Act or the new provisions proposed to be introduced in the Bills could be drafted on the lines of the English Act, we have tried to do so. In our opinion this will facilitate the interpretation of these provisions as the courts will have the benefit of English decisions.

9. It was brought to our notice that the following points in connexion with the two Bills remitted to our consideration had been circulated to Local Governments for opinion :—

(1) The application of the Transfer of Property Act to territories to which it has not yet been applied, e.g., Burma, Sind and the Punjab.

(2) The omission of the provision in section 2 exempting or saving the rules of Hindu, Muhammadan and Buddhist laws from the operation of the provisions of Chapter II of the Transfer of Property Act.

(3) The provision making registration amount to notice of documents registered.

(4) Compulsory registration of all sales, mortgages and leases.

(5) The provision requiring leases to be executed by both parties.

(6) The application of Chapter VII of the Transfer of Property Act, relating to gifts, to cases governed by the Hindu, Muhammadan and Buddhist laws.

The opinions received were placed before us and we have carefully considered the amendments in their light.

10. In the Bills submitted to us the policy which appears to have been followed was that no amendment should be attempted which would merely effect an improvement in wording, but that new principles of importance which had been judicially recognized since the passing of the Act should be incorporated. In our opinion it is a sound course to follow, particularly in an Act which has been in force for forty-five years and to whose phraseology the general public and the legal profession have become accustomed. Again, it is not safe to alter any wording which has received judicial interpretation, when the interpretation has not led to any inconvenience in practice or miscarriage of justice. We also agree that the Act must be amended to embody new principles. In the amendments which we propose we have also endeavoured to remedy any defect which has led to inconvenience or anomalous results. We have also acted on the principle

that it is undesirable to attempt to provide in detail for every possible contingency. No elaboration can be exhaustive, and the only result of over-elaboration would be to cramp the action of the courts and to encourage technicalities. Where there has been a conflict of decisions we have endeavoured to set it at rest.

11. Detailed reasons for all amendments proposed by us are given in the notes on clauses (Appendix B), but we think it desirable to draw special attention to some of the important points of principle which are included in the two Bills.

In the Transfer of Property Act the following important amendments are suggested :—

(*i*) The omission of the words 'Hindus and Buddhists' in section 2 whereby the provisions of Chapter II will apply to all cases except those governed by a special rule of Muhammadan Law (clause 3 of the main Bill).

(*ii*) (*a*) the provision making registration amount to notice of a registered document;

(*b*) the provision making constructive notice to an agent notice to the principal (clause 4 of the main Bill);

(*iii*) the validity of transfers in favour of a class, when some members of that class are unable to take (clause 8 of the main Bill);

(*iv*) the validity of a direction as to accumulation for a certain period and for certain purposes (clause 9 of the main Bill);

(*v*) the statutory recognition of the doctrine of part performance (clause 16 of the main Bill);

(*vi*) the compulsory registration of sales and mortgages relating to immovable property of whatever value, and of all leases except those from month to month or for any term not exceeding one month (clauses 16, 18 and 54 of the main Bill);

(*vii*) the abolition of the remedy of foreclosure in the case of all mortgages except a mortgage by conditional sale or an anomalous mortgage providing expressly for foreclosure (clause 30 of the main Bill);

(*viii*) the provision compelling a mortgagee to exhaust his remedies against the mortgaged property before enforcing his personal remedy (clause 32 of the main Bill);

(*ix*) the amendment of the provisions regarding sale without the intervention of the court (clause 34 of the main Bill);

(*x*) the extension of the principle of 'subrogation' (clause 46 of the main Bill);

(*xi*) the modification of the law of 'merger' (clause 60 of the main Bill);

(*xii*) the provision requiring leases to be executed by both parties (clause 54 of the main Bill).

12. In Order XXXIV of the Code of Civil Procedure the important amendments are suggested on the following points:—

(i) it is made clear that the right of redemption is not extinguished till a final decree is passed or till a sale held in execution of the mortgage decree is confirmed;

(ii) detailed provisions are included for the award of interest (clauses 4 and 6 of the supplementary Bill).

13. The forms in Appendix D to the First Schedule to the Code of Civil Procedure relating to mortgage decrees are made to conform strictly to the amended rules in Order XXXIV. We have revised the forms and simplified them, and have added some extra forms. We hope these forms will facilitate the drawing up of decrees in

mufassal courts. In cases where several persons entitled to redeem are parties to a mortgage suit, we propose to abolish the system of allowing successive periods of redemption (clause 8 and Schedule I of the supplementary Bill).

14. In the Indian Registration Act we propose to provide that assignments of decrees, orders and awards relating to immovable property and compromise decrees which affect immovable property should always be registered. We also propose that sections 48 and 49 should be amended to empower courts to admit unregistered documents in evidence in giving effect to the doctrine of part performance (clause 9 of the supplementary Bill).

15. In the Indian Succession Act, 1925, amendments are suggested conforming to the amendments of sections 15 to 18 of the Transfer of Property Act (clause 10 of the supplementary Bill).

16. A provision is added in Chapter II of the Specific Relief Act to give effect to the principle of part performance, embodied in the proposed new section 53 A in the Transfer of Property Act (clause 3 of the supplementary Bill).

17. In conclusion, we desire to place on record our great sense of obligation to our colleague, Mr. J. R. Dhurandhar, B.A., LL.B., of the Bombay Judicial Service, who has, throughout the proceedings of the Committee, acted as Secretary and brought to bear upon the work great industry which has been of considerable assistance to us in the preparation of this report. We also desire to express our acknowledgment to Mr. W. T. M. Wright, O.B.E., I.C.S., and Mr. D. G. Mitchell, O.B.E., I.C.S., of the Legislative Department, for the great assistance they have rendered to us in drafting the clauses of the Bills.

SIMLA, *28th July 1927.*	S. R. DAS, *Chairman.*
CALCUTTA, *27th July 1927.*	B. L. MITTER.
BOMBAY, *26th July 1927.*	D. F. MULLA.
ALLAHABAD, *25th July 1927.*	SURENDRANATH SEN.
SIMLA, *26th August 1927.*	J. R. DHURANDHUR, *Secretary.*

APPENDIX A.

Simla, the 25th April 1927.

RESOLUTION.

No. F.-43/27-G.—The Government of India have had under their consideration for some time past the question of amending the Transfer of Property Act. A preliminary draft Bill has already been prepared. The Bill is of a highly technical nature and before introducing it in the Indian Legislature the Governor-General in Council has decided to remit it to a small Committee of experts of such standing that an examination by them will, he feels assured, command the public confidence. The Committee will be constituted as follows :—

President.—The Hon'ble Mr. S. R. Das, Bar.-at-Law, Law Member of the Council of the Governor-General.

Members.—The Hon'ble Mr. B. L. Mitter, Barrister-at-Law, Advocate-General, Bengal, Mr. D. F. Mulla, M.A., LL.B. and Dr. Surendranath Sen, M.A., LL.D.

Mr. J. R. Dharmadhur, Assistant Secretary to the Government of Bombay, Legal Department, will be Secretary of the Committee which will meet in Simla by the 27th April 1927. The Government of India hope to introduce the Bill during the next session of the Indian Legislature.

APPENDIX B.

NOTES ON CLAUSES.

[The references in the margin are to (1) clauses of the Transfer of Property (Amendment) Bill and the Transfer of Property (Amendment) Supplementary Bill, and (2) to the sections of the existing Transfer of Property Act and other Acts in which consequential amendments are proposed to be made.]

THE TRANSFER OF PROPERTY (AMENDMENT) BILL.

[THE TRANSFER OF PROPERTY ACT (IV OF 1882).]

We have proposed that paragraph 3 of section 54 of the Act should be omitted. Consequential amendments have, therefore, been made in sections 1 and 4 of this Act by deleting the reference to paragraph 3. Clause 2. *Section 1.*

Section 2, which is a saving clause, does not provide that Chapter II shall not apply to Hindus, Muhammadans or Buddhists; it merely saves any rule of Hindu, Muhammadan or Buddhist law which is not consistent with its provisions. The chapter contains general rules regarding transfers. It is obvious that sections 5 to 10 contain rules which are of general application and do not in any way contravene any rule or principle peculiar to the personal laws of Hindus or Buddhists. So also sections 38 to 53 are not peculiar to any particular system of law and are rules of justice, equity and good conscience. Sections 11 to 35 correspond to parallel provisions of the Indian Succession Act, and were introduced in the Transfer of Property Act in order to bring the rules which regulated the transfer of property between living persons into harmony with the rules affecting its devolution upon death. Sections 13 and 20 relate to transfers in favour of unborn persons, and section 14 enacts a modification of the rule against perpetuity. According to strict principles of Hindu law, as laid down by the Privy Council decision in *Tagore* v. *Tagore* (I. A. Sup. Vol. 47), transfers or bequests in favour of unborn persons are wholly void. That principle is, however, now modified by the Hindu Disposition of Property Act (XV of 1916) and by Madras Acts (I of 1914 and VIII of 1921). So far, therefore, as the rules of Hindu law are concerned, the saving clause in section 2 seems unnecessary and we propose that the word 'Hindu' be omitted from that section. We also understand that the Government of Burma as well as the Rangoon High Court have no objection to the omission of the word 'Buddhist' from the last paragraph in section 2. We, therefore, propose to omit that word also. In view of this and the changes proposed to be made in sections 15 and 16 of this Act and also sections 115 and 116 of the Indian Succession Act, we consider that it is not Clause 3. *Section 2.*

necessary that the Hindu Disposition of Property Act, 1916, and the Madras Acts of 1914 and 1921, referred to above, need be kept in force We propose that these Acts be repealed.

Since the rules contained in Chapter 2 are not in all cases in conformity with the personal law of Muhammadans, we have retained the word 'Muhammadan.'

Clause 4. Section 3. 'Notice', as defined in section 3, includes both actual and constructive notice. There is a conflict of decisions whether the registration of a document under the Indian Registration Act is of itself constructive notice of the transaction effected by the document. The High Courts of Bombay and Allahabad hold that it is (I. L. R. 6 Bom. 168, 9 Bom. 427, 26 Bom. 628, 16 All. 478). The Madras High Court held that registration does not amount to notice in any case. In I. L. R. 15 Mad. 368, it was observed that if the Legislature desired to regard registration as notice, it would have said so in express words. In some cases the Calcutta High Court took the same view as the Madras High Court (I. L. R. 23 Cal 780, 27 Cal. 7). In 2 C. W. N. 750, Sir Lawrence Jenkins observed :—

"Apart from authority, I should have thought, having regard to the statutes applicable in this country, that the proposition involved is not one of law but of fact, and that as each case arises it should be determined whether in that individual case the omission to search a register, taken together with other facts amounts to such gross negligence as to attract the consequence which results from notice; and it well may be that this test will serve to reconcile the apparent conflict of view that at first sight the cases suggest."

Following that decision in 7 C. W. N. 11, the same High Court held as follows:—

"Whether registration is or is not notice in itself depends, we think, upon the facts and circumstances of each case, upon the degree of care and caution which an ordinary prudent man would necessarily take for the protection of his own interest by search into the registers kept under the Registration Act."

The question was considered by the Judicial Committee in *Tilakdhari Lal* v. *Kirtan Lal* (L. R. 47, I. A. 239). After reviewing all the Indian decisions, their Lordships of the Privy Council approved of the view taken in the Calcutta cases in 2 C. W. N 750 and 7 C. W. N. 11, and observed :—

"Their Lordships are impressed with the view that, since registration has for nearly two centuries been held not to operate as constructive notice in this country, and the knowledge of this law, which was then old, must have been present to the Indian Legislature when they framed the different Indian Registration Acts and the definition of notice in the Transfer of Property Act, yet none the less they have omitted to state the principle on which, according to the appellant's contention, it is essential that the register should provide . . . . . For these reasons, their Lordships think that notice cannot in all cases be imputed from the mere fact that a document is to be found upon the Indian register of deeds."

The test laid down in 2 C. W. N 750 and approved by the Privy Council would, as stated by Sir Rash Behary Ghose, inevitably lead to much perjury and litigation. (Ghose on Mortgage, Vol I, p. 473). At page 252 of the report in Tilakdhari's case, the Judicial Committee also observe that the real purpose of registration is to secure that every person dealing with property, where such dealings require

registration, may rely with confidence upon the statements contained in the register as a full and complete account of all transactions by which his title may be affected, unless indeed he has actual notice of some unregistered transaction which may be valid apart from registration.

In America, registration of a conveyance has been deemed to operate as constructive notice to all subsequent purchasers of any estate legal or equitable in the same property. The reason assigned for the application of this doctrine is as follows :—

"The reasoning upon which this doctrine is founded is the obvious policy of the Registry Acts, the duty of the party purchasing under such circumstances to search for prior encumbrances, the means of which search are within his power, and the danger of letting in parol proof of notice or want of notice of the actual existence of the conveyance. This doctrine certainly has the advantage of certainty and universality of application; and it imposes upon the subsequent purchasers a reasonable degree of diligence only in examining their titles to estates" (Story on Equity Jurisprudence, Art. 634, pp. 510 and 511).

In England also in the counties of Middlesex and Yorkshire, where the system of local deed Registries prevails, section 197 of the Property Act, 1925, provides that registration in a local deed Registry of a memorial of any instrument transferring or creating a legal estate or charge shall be deemed to constitute actual notice of the transfer or the creation of the legal estate or charge to all persons and for all purposes whatsoever as from the date of registration and so long as the registration continues in force. So also under section 198 in the case of instruments which are registered under the Land Charges Act, 1925, it has been provided that registration shall be deemed to constitute actual notice of such instrument to all persons and for all purposes connected with the land affected.

In our opinion, in a country like India, where the system of registration has been generally applied, if registration is to be held as not implying notice, one of the objects for which instruments are required to be registered would be defeated. Moreover, as will be seen below, one of the important changes suggested by us is "compulsory registration". It is, therefore, necessary that express provision should be made in the Act making it clear that registration of an instrument relating to immovable property amounts to notice of the instrument from the date of the registration. For this purpose we propose to add Explanation I to the definition of 'Notice' in section 3.

It is not clear how far possession is to be regarded as notice. In some cases it has been held that possession amounts to such notice of title as the person in possession may have (I.L.R. 25 All. 366, 16 Mad. 148). In other cases, Courts have felt difficulty in expressing any opinion on the point (I.L.R. 8 Cal. 597) Possession which operates as notice, however, must be actual possession. It does not seem reasonable that a person entering into a transaction regarding immovable property should be in a position to ignore the question of possession or should neglect to inquire into the nature of the possession or the title of the person who is in actual possession of such property, if he is not the person with whom he is dealing. We propose to add Explanation II to the definition of 'notice', providing that the person dealing with any immovable property shall be deemed to have notice of the title of any person who, for the time being, is in actual possession thereof. It may be noted that notice in

this case is not extended to possession which is merely of a constructive nature. The explanation is in accordance with Illustration 3 to section 27 (b) of the Specific Relief Act.

The last portion of the existing definition of notice which relates to notice through an agent seems to us to be defective. It provides that a person has notice of the fact when information of the fact is given to or obtained by his agent under the circumstances mentioned in section 229 of the Indian Contract Act. The words "given to or obtained by his agent" used in the definition suggest that the rule is restricted to the facts of which the agent has actual knowledge, or, in other words, express notice (*vide* observations of Pontifex, J., in I.L.R. 4 Cal. 897). The reference in section 229 of the Indian Contract Act does not extend the scope of the definition. That section merely provides that in order that notice to an agent should be notice to a principal, it must be given to, or the information must be obtained by, the agent in the course of business transacted by him for the principal. According to a well-established principle, the general rule is that an agent stands in the place of the principal for the purpose of the business in hand, his acts and knowledge being considered as the acts and knowledge of the principal. As observed by the Judicial Committee in *Rampal Singh* v. *Bulhaddar Singh* (29 I.A. 203, 25 All. 1), "it is not a mere question of constructive notice or inference of fact, but a rule of law which imputes the knowledge of the agent to the principal, or (in other words) the agency extends to receiving notice on behalf of his principal of whatever is material to be stated in the course of the proceedings". In *Mukerji Bibee* v. *Dharmodas Ghose* (30 I.A. 114), their Lordships of the Privy Council held that, although the principal was absent from Calcutta and personally did not take part in the transaction, his agent in Calcutta stood in his place for the purposes of the transaction and the acts and knowledge of the latter were the acts and knowledge of the principal. If notice to the agent, whether actual or constructive, is not made notice to the principal, it has been said that "notice would be avoided in every case by employing agents". [*Barwick & Co.* v. *Price* (1905) 1 Ch. 682.]

The general rule that the knowledge of the agent is the knowledge of the principal has no doubt certain limitations. It is necessary that the matter for which the agent was employed should be taken into consideration. It is necessary that the agent should be acting in the course of the particular business for which he was employed. (34 I.A. 179.) This general principle is now embodied in section 199 of the English Property Act, 1925. We propose, therefore, to add Explanation III to the definition.

Clause 6. *Section 4.* As stated in the note to section 1, reference to para. 3 of section 54 is omitted in this section. The reference in this section to the Indian Registration Act of 1877 is changed to the Act of 1908 which is now in force.

Clause 8. *Section 6.* Section 6, which enumerates property of different kinds which cannot be transferred, includes in clause (*d*) an interest in property restricted in its enjoyment to the owner personally. A right to receive maintenance is a personal right, although any particular property or the income thereof may be charged with it. It is in accordance with public policy that these rights which are generally created for the maintenance or personal enjoyment of a qualified owner, *e.g.*, a Hindu female, ought to be inalienable; but in some cases it has been held

that if the amount of maintenance is fixed by an agreement or by a decree, it can be assigned. (I.L.R. 5 Bom. 89, 36 Cal. 13.) Although an agreement or a decree would make such right definite, it is nevertheless a right created for the personal benefit of the qualified owner and should not be alienable. Section 60 of the Civil Procedure Code which protects such right from the process of a civil court does not make any exception in the case of maintenance fixed by agreement or decree. The above reasoning, however, does not apply to arrears of maintenance which have accrued due. To make the position clear, we suggest that the following clause should be inserted as clause (*dd*), *viz.* :—

"(*dd*) a right to future maintenance in whatsoever manner arising or secured or determined cannot be transferred."

We have not suggested any change, but it is a question of policy whether the principle embodied in the section should be extended to Hindus, Mohammadans and Buddhists. *Section 10.*

Sections 11 and 40 of the Act refer to affirmative and negative covenants in a transfer. Section 11 refers to rights as between a transferor and a transferee, while section 40 relates to the rights of third parties against transferees. The words "to compel the enjoyment", used in the second paragraph of section 11 and in the first paragraph of section 40, indicate that affirmative covenants for the beneficial enjoyment of one piece of the property of which the other piece has been transferred can in all cases be enforced. This paragraph seems to have been based on the observations of Lord Cottenham in *Tulk* v. *Moxhay*, 2 Ph. 774, a case decided in 1848. But in later English decisions, such as *Haywood* v. *Brunswick Building Society* (8 Q.B.D. 403), the observations in Tulk's case were not approved, and it is now settled that except in certain special cases affirmative covenants cannot be specifically enforced. Thus, in *Austerberry* v. *Corporation of Oldham* (1884) 29 Ch. D. 750, a covenant to spend money on the land was held as not binding on the purchaser of the land, although he had notice of the same. Indian Courts have followed the same principle (27 Bom. L.R. 73). We propose that the second paragraph of section 11 and the first paragraph of section 40 should be so amended as to make it clear that, although an affirmative covenant is not by itself invalid as between a transferor and transferee (section 11), negative or restrictive covenants only can be specifically enforced against a third person (section 40). *Clauses 7 and 8. Sections 11 and 40.*

Section 16 of the Transfer of Property Act deals with a gift to a class. It reproduces with slight verbal alterations the provisions of section 102 of the Indian Succession Act, 1865 (now section 115 of the Indian Succession Act, 1925), which was enacted on the principle of the decision in *Leake* v. *Robinson* (1817) 2 Mer. 363. The principle is thus stated in Theobald on Wills :— *Clause 9. Section 16.*

"Where there is a gift to a class, any members of which may have to be ascertained beyond the limits of perpetuity—for instance, to the children of a living person who shall attain twenty-five—the whole gift is void."

It will be observed that the rule applies only to gifts to a class which offend the rule against perpetuities.

Section 102 of the Indian Succession Act, 1865, enacts that if a bequest is made to a class of persons with regard to some of whom it is inoperative—

(1) by reason of the rule contained in section 100, as where a limited interest is given to an unborn person, or

(2) by reason of the rule contained in section 101, being the rule against perpetuity,

such bequest shall be wholly void.

Prior to certain special Acts, to be presently noted, Hindu Law did not permit a gift in favour of a person who was not in existence at the date of the gift, or a bequest in favour of a person who was not in existence at the death of the testator [*Tagore* v. *Tagore* (1872) 9 Beng. L. R. 377, 397, 406, 1 A. Sup. Vol. 47], on the ground that a person capable of taking must be in existence at the material date. Difficulties, however, arose where a gift was made to a class of persons of whom some were and some were not in existence at the date of the gift. The leading case on the subject is that of *Rai Baiken Chand* v. *Mussumat Asmada Koer* (1884) 11 I.A. 104, 6 All. 560, wherein a Hindu made a gift of his property to his grandson S who was then in existence "and his (S's) brothers who may be born thereafter". It was argued on the strength of the rule in *Leake* v. *Robinson* and the analogy of section 102 of the Indian Succession Act, 1865, that as the gift to the unborn grandsons was invalid according to the Hindu Law, no benefit could be taken even by the grandson who was in existence at the date of the gift. But this contention was overruled by the Judicial Committee. As to section 102, it was observed that it did not apply to the facts of the case because the gift to the unborn grandsons did not fail by reason of the rules contained in section 100 or section 101, but by reason of the *personal incapacity* of the unborn grandsons to take. In the course of the judgment their Lordships said:

"It may be that illustration (b) to section 102 imports into India an English rule of construction which usually defeats the intention of the testator."

and later on:

"But their Lordships conceive that it is not necessary to view this transaction as though it were to be determined by rules of construction drawn from English Law and applicable to English deeds of gift."

The rule in *Leake* v. *Robinson* was applied by the High Court of Calcutta in several cases, *e.g.*, 8 Beng. L.R. 400, 2 Cal. 282, 4 Cal. 555; but the tide turned after the decision of the Judicial Committee in *Rai Baiken Chand* v. *Mussumat Asmada Koer*, and the principle of this decision has been followed in a large number of cases in India.

The true scope of the rule in *Leake* v. *Robinson* was pointed out by Sir Lawrence Jenkins in *Radha Prasad* v. *Ranimani Dasi* (1911) 33 Cal. 188 (affirmed in 41 I.A. 170). Dealing with that rule the learned Judge said at page 199:

"On behalf of Ranimani it is contended that as some of the class cannot take, the whole gift is void and in support of this *Leake* v. *Robinson* has been cited. But this contention proceeds on a misapplication of this case and a misconception of the true nature of a gift to a class. In *Leake* v. *Robinson* the gift to the class failed because the class could not be ascertained within the period allowed by the rule against perpetuities. The gift here in nowhere offends that rule: its only fault is that the class of legatees includes some who were not in existence at the date of the testator's death and were thus under a *personal incapacity*. And the difference is obvious. In a gift to a class the testator looks to the body as a whole rather than to the members constituting that body [*Kingsbury* v. *Walter* (1901) A.C. 187, 191], and the class is in a sense personified. But if that class cannot be ascertained until a time beyond that permitted by the rule

against perpetuity, there is no class to which the gift can legally be made. But if, as here, the fault is not that a class cannot be ascertained within the period permitted by law, but that certain members of the class are incapable of taking, different considerations apply."

The whole question of gifts to a class was gone into at considerable length by Wilson, J., in *Ram Lal Sett* v. *Kunai Lal Sett* (1886) 12 Cal. 663. In that case the learned Judge disposed of the cases which had been treated in India as authority for introducing into the construction of Hindu wills the rule in *Leake* v. *Robinson*. He showed that the rule was introduced into India owing to a mistaken analogy and observed as follows:—

"It is no new doctrine that rules established in English Courts for construing English documents are not as such applicable to transactions between natives of this country. Rules of construction are rules designed to assist in ascertaining intention; and the applicability of many of such rules depends upon the habits of thought and modes of expression prevalent amongst those to whose language they are applied. English rules of construction have grown up side by side with a very special law of property and a very artificial system of conveyancing, and the success of these rules in giving effect to the real intention of those whose language they are used to interpret, depends not more upon their original fitness for that purpose than upon the fact that English documents of a formal kind are ordinarily framed with a knowledge of the very rules of construction which are afterwards applied to them. It is a very serious thing to use such rules in interpreting the instruments of Hindus who view most transactions from a different point, think differently, and speak differently from Englishmen, and who have never heard of the rules in question."

At the end of the judgment the learned Judge stated that he should be—

"prepared to hold as the general rule that where there is a gift to a class, some of whom are or may be incapacitated from taking, because not born at the date of gift or the death of the testator, as the case may be, and where there is no other objection to the gift, it should enure for the benefit of those members of the class who are capable of taking."

The judgment of Wilson, J., was referred to by their Lordships of the Privy Council in *Bhagabati* v. *Kali Charan* (1911) 38 I.A. 54, at some length, and their Lordships expressed "their entire concurrence in the judgment".

It must also be observed that the rule in *Leake* v. *Robinson* has not escaped criticism even in England. In *Bhagwati* v. *Kali Charan Singh* (1905) 32 Cal. 992 (affirmed in 38 I.A. 54), Maclean, C.J., said:—

"But even in England the rule in *Leake* v. *Robinson* has been followed not without expressions of reluctance. In *Leake* v. *Robinson* itself Sir William Grant said: 'Perhaps it might have been as well if the Courts had originally held an executory devise transgressing the allowed limits to be void only for the excess, where that excess could be clearly ascertained.' *In re Meadey's Trusts* (1879) 11 Ch. D. 555, the Lord Justices similarly expressed their non-concurrence with the reason of the rule though they were bound to follow it; and *Pearks* v. *Moseley* (1880) 5 App. Cas. 714, which was in appeal from the decision of the Lord Justices *in re Meadey's Trusts*, Lord Selborne, Lord Penzance and Lord Blackburn sufficiently indicated their inclination against the rule, which, however, was settled in England by a long series of cases and could not be disturbed except by legislation."

The rule that a Hindu could not dispose of his property by gift or sale in favour of an unborn person fettered the free disposition of property. To remove this disability three Acts were passed, namely, (1) Madras Act I of 1914, (2) the Hindu Disposition of Property Act XV of 1916, and (3) Madras Act VIII of 1921. The Madras Act I of 1914 applies to the Madras Presidency except the Town of Madras; the Madras Act VIII of 1921 applies to the Towns of Madras; and the Hindu Disposition of Property Act extends to the whole of British India except the province of Madras. The following is a synopsis of the three Acts :—

(1) It is declared by all the three Acts that a transfer *inter vivos* or disposition by will of any property shall not be invalid by reason only that the transferee or legatee is an unborn person at the date of the transfer or the death of the testator, as the case may be. Since gifts and bequests to unborn persons were declared to be valid, it became necessary to fix a limit of time within which the gift or bequest should vest. This was effected by applying to such gifts and bequests the provisions respectively of section 14 of the Transfer of Property Act and section 101 of the Indian Succession Act, 1865, which contain the rule against perpetuities.

(2) Further by the Hindu Disposition of Property Act, the provisions of section 13 of the Transfer of Property Act and section 100 of the Indian Succession Act, 1865, were extended to gifts and bequests to unborn persons, but it was not so done by the Madras Acts.

(3) All the three Acts left section 15 of the Transfer of Property Act and section 102 of the Indian Succession Act, 1865, which relate to gifts and bequests to a class, severely alone.

One important consequence of the above Acts must be noted here. Prior to the passing of the three Acts if a bequest was made by a Hindu in a case governed by the Hindu Wills Act, 1870, in favour, say, of his daughter for her life and after her death to "each of her children who shall attain the age of 21 years", and some of the children were born before and others after the death of the testator, the bequest, though it failed as to those that were not in existence at the death of the testator, did not fail in its entirety but enured for the benefit of those who were in existence at the death of the testator. The reason was that in such a case the bequest to the unborn persons failed not by reason of the rule against perpetuity contained in section 101 of the Indian Succession Act, but by reason of their *personal incapacity* to take. But the bar of personal disability was removed by the three Acts with the result that a bequest to the unborn children in the case put above would now fail by reason of the rule against perpetuities contained in section 101, the gift being to such "children who shall attain the age of 21 years," and the gift would, therefore, fail in regard to the whole class. Before the passing of the three Acts an unborn person could not take at all, and there would, therefore, be no scope for the operation of the rule against perpetuities. Since the enactment of the three Acts, an unborn person can take, but if he is to take on his attaining the age of 21 years, the bequest offends the rule against perpetuities, and it, therefore, fails by reason of the rule contained in section 101, with the result that section 102 applies and renders the bequest void in regard to the whole class. And this is, in fact, what happened in *Sowdamini Rajin* v. *Natarajan* (1925) 52 I.A. 310. Thus, while before the three Acts were passed, a bequest to a class of persons some of whom were not in existence at the death of the testator did not fail in regard to the whole class, these Acts

have brought about a result which, it is conceived, was hardly contemplated when the Acts were passed.

In view of what is stated above, it is proposed to alter section 15 of the Transfer of Property Act as follows :—

"15. If, on a transfer of property, an interest is created for the benefit of a class of persons with regard to some of whom such interest fails by reason of any of the rules contained in sections 13 and 14, such interest fails *in regard to those persons only and not in regard to the whole class.*" Transfer to class some of whom some under sections 13 and 14.

It is also proposed to alter section 115 of the Indian Succession Act as follows :—

"If a bequest is made to a class of persons with regard to some of whom it is inoperative by reasons of the provisions of section 113 or section 114, such bequest shall be void *in regard to those person only and not in regard to the whole class.*" Bequest to a class some of whom may come under rules in sections 113 and 114.

For the reasons stated above, we suggest that the three Acts, namely, Madras Act I of 1914, Hindu Disposition of Property Act XV of 1916, and Madras Act VIII of 1921, should be repealed.

As section 15 of the Act when amended as above will no longer provide for the case of a failure of a transfer, reference to that section in section 16 is unnecessary and should be omitted. It is, however, necessary to provide for a case when the transfer may fail as to all the members of the class by reason of the rules contained in sections 13 and 14. Such a case would arise where a gift over is intended to take effect after a prior gift in favour of a body or a class of person but the prior gift fails. In such a case, if the prior gift in favour of the class of persons fails by reason of the provisions of sections 13 and 14, the gift over also fails. In order to make this point clear, section 18 should be amended as follows :— Clause 9. *Section 16*

"16. Where by reason of any of the rules contained in sections 13 and 14 an interest created for the benefit of a person or of a class of persons fails in regard to such person or the whole of such class, any interest created in the same transaction and intended to take effect after or upon failure of such prior interest also fails."

The restrictions contained in sections 14 and 16 and also the restrictions as to accumulations should not apply to charities, and we propose that the section dealing with accumulations should come immediately after section 16 and be numbered 17, and the section dealing with charities, which is now numbered 17, should be numbered 18. In India a direction for accumulation has been held valid in the case of Hindu and Muhammadan religious endowments though it infringed the rule against perpetuities (I.L.R. 34 Cal. 5, 23 C.L.J. 241, 34 Mad. 12). Clause 9— *cont.* *Section 17.*

Section 18 relates to the rule against accumulation and provides how long the income of any property transferred can be directed to be accumulated so as to prevent its being received and enjoyed by the transferee. This section and section 117 of the Indian Succession Act allow accumulations for a period of one year only in certain cases. In England, the Thellusson Act allowed a much longer period. Moreover in certain cases, the restriction against accumulation was not applicable at all. Thus that Act allowed accumulations for the payment of debts and for providing funds for children. Accumulations are also allowed in English Law for maintaining property in good repair [(1891) 2 Ch. 13]. By the Accumulation Act, 1892, and by the Property Act, 1922, some more exceptions were added to the rule Clause 9— *cont.* *Section 18*

enacted in the Thellusson Act. The whole law is now consolidated in sections 164—166 of the Property Act, 1925 (15 Geo. V. c. 20.)

In their report, the Second Indian Law Commission remarked :—

" As to the rule prohibiting accumulation, we all should prefer the more liberal enactments of the Thellusson Act (39 and 40 Geo. III, c. 98), which allow an accumulation for 21 years and do not affect provision for payment of debts or for raising portions. But as the rule embodied in the Succession Act, section 104, has now been in force for 14 years, Mr. Stokes and Mr. West do not press its alteration." Sir Charles Turner was, however, of opinion that the above exemptions were frequently required by the circumstances of large zamindari properties.

In cases which were not governed by section 18 of this Act or section 104, Indian Succession Act, 1865 (section 117 of the Indian Succession Act, 1925), the rule followed was that if there was nothing *per se* illegal in a direction to accumulate and if such direction was neither so unreasonable in its conditions as to be against public policy, nor given for the purpose of carrying out an illegal object, the direction should be given effect to (I.L.R. 34 Cal. 5). In a case quoted in a footnote in I.L.R. 47 Cal. 88 at page 93, Sir Lawrence Jenkins, after reviewing English and Indian authorities on the subject, remarks—" A direction to accumulate with a gift of the accumulations is not fundamentally bad, it only fails if it offends some independent rule of Hindu Law.....Or the direction to accumulate may be repugnant and so void, as an attempt to deprive a person of the enjoyment of that which has become his property. But, if, as the decisions I have cited imply, it was within the power of a Hindu testator to direct the accumulations of property to be added to or made part of his own property, then there would seem to be no difficulty in the way of his making a gift of it to a person who under the same gift may become entitled to the original corpus of the testator's property.....What then is the period during which an accumulation can be validly directed ? On principle, I think, it must be for so long a time as the absolute vesting of the entire interest can be withheld, or for so long a time as that during which the corpus of the property can be rendered inalienable, or its course of devolution can be directed and controlled by a testator " Although these decisions show that accumulations may be directed with certain restrictions, they do not lay down any rule which is definite and which Courts can easily follow. It is desirable to lay down definitely on the lines of the English Law the periods and the objects for which a condition as to accumulation should be held valid It is, however, difficult to adopt the English Law contained in the Property Act, 1925, in its entirety. Section 164 prescribes four periods during which accumulation can validly be directed, *viz.*,—

(*a*) the life of the grantor or settlor;

(*b*) a term of 21 years from the death of the grantor, settlor or testator ;

(*c*) the duration of the minority or respective minorities only of any person or persons living or *en ventre sa mere* at the death of the grantor, settlor or testator ;

(*d*) the duration of the minority or respective minorities only of any person or persons who under the limitations of the instrument directing the accumulations would, for the time being, if of full age, be entitled to the income directed to be accumulated.

Rules regarding accumulation are closely connected with the rule against Perpetuities (Cheshire on Modern Real Property, p. 482; Fearne on Contingent Remainders, p. 537). The English rule of perpetuities has a historical origin and has not been wholly adopted in India. According to the English Law, the perpetuity period is the life of any person or of the survivor of any number of persons, who is or who are alive or *en ventre sa mere* at the moment when the deed or the will which creates the interest begins to operate, *plus* a period of 21 years from the time when such designated person or the survivor of several designated persons dies [*Cadell* v. *Palmer* (1833) 1 Cl. and F. 372]. The rules against perpetuities in India so far as a transfer *inter vivos* is concerned are contained in sections 13 and 14. Under section 14 no transfer of property can operate to create an interest which is to take effect after the lifetime of one or more persons living at the date of such transfer and the minority of some person who shall be in existence at the expiration of that period, and to whom, if he attains full age, the interest created is to belong. The periods in section 114 of the Property Act, 1925, cannot be incorporated in their entirety in the Transfer of Property Act without affecting the provisions of sections 13 and 14. We, therefore, consider it desirable to permit accumulations during the following periods only :—

(1) the life of the transferor; or

(2) a period of 18 years thereafter.

This would avoid any difficulty of construction. At the same time we think it desirable to accept certain well recognised exceptions in law such as those relating to provisions for the payment of debts, raising portions for children and the repairs to the property transferred. Section 18, therefore, should be amended accordingly.

Clause 10. *Section 39.*

Section 39 is intended to protect persons who are entitled to receive maintenance or for whom provision is made for advancement or marriage from the profits of any immoveable property. The section provides that such a right can be enforced against a transferee of the property, if the transfer has been made with the intention of defeating the right and the transferee has notice of the intention. The Courts have, therefore, always required proof of the intention on the part of the transferor and also of notice of the intention to the transferee (I.L.R. 23 All., 328, 24 All. 166). The illustration to the section is not consistent with the section itself and does not make any reference to the intention of the transferor. In actual practice it is impossible to adduce proof of mere intention. As stated in 12 Bom. L.R. 1075 at pp. 1077 and 1078, in order to enable such proof to be adduced, a transferor must have announced his fraudulent intention of defeating the rights of persons entitled to maintenance and the transferee must have heard him doing so. As it is desirable to protect persons entitled to maintenance or for whom provision for advancement has been made from improvident holders of the property, it is necessary that the reference to the transferor's intention should be omitted from the section, and the section should be amended accordingly.

Clause 11. *Section 40.*

Section 40 has already been dealt with along with section 11.

Clause 12. *Section 43.*

Section 43 refers to a person making an *erroneous* representation that he is authorized to transfer certain immoveable property. The underlying principle is also applicable to a case when the representation is fraudulent. The expression "erroneously" has, in fact, been

construed to include all representations whether tainted or untainted with fraud (I.L.R. 7 All. 864, 30 Cal. 296). It is, however, desirable to make the meaning clear by using the word "fraudulently" along with the word "erroneously".

The section also provides that a transfer by a person erroneously representing that he is authorised to make it operates on any interest acquired by such person in the property at any time during which the contract of transfer subsists. It embodies what is known as the principle of the "estate feeding the estoppel". The words "during which the contract of transfer subsists" are appropriately used and are clearly intended to mean that it is at the option of the transferee either to enforce the transfer or to repudiate the contract. In I.L.R. 18 Mad. 492, the Madras High Court has laid down in general terms that the contract of transfer subsists so long as the decree obtained in a suit to enforce a transfer has not been fully satisfied and that until then the transferee is entitled to claim the benefit of any subsequent acquisition of interest in the property by the transferor. This does not appear to us to be sound although, having regard to the terms of the decree which was passed in that suit, the decision itself cannot be said to be incorrect. Once a decree has been passed in a suit brought on the transaction as a completed transfer, the contract must be taken to have merged in the decree whereupon new rights arise not under the contract, but under the decree.

With a view to meet the observations of the Madras High Court we think that the following paragraph should be added to the section after the words "till the contract of transfer subsists", *viz.*—

"Where a suit is brought by the transferee to enforce his rights under the transfer, the transferee shall be entitled to claim any interest which the transferor may acquire in such property at any time prior to the passing of any decree in such suit, from which no appeal lies, and not thereafter."

Clause 13. *Section 52.*

Section 52 deals with the doctrine of *lis pendens*. It begins with the words "during the active prosecution.....of a contentious suit or proceeding", the marginal note is "Transfer of property *pending suit* relating thereto". As to the words "active prosecution", it has been held that there could hardly be said to be active prosecution if after filing the plaint the plaintiff has taken no steps to effect service of summons, or if after a decree dismissing his suit he takes no steps to file an appeal (18 Cal. 186, 195; 28 Cal. 23, 26). In Bombay the decisions are not quite consistent. The view generally held is that if no steps are taken to execute the decree and the property comprised in the decree is transferred four years after the decree, as in 37 Bom. 621, or seven years after the date of the decree as in 12 Bom. 217, the transfer could not be said to have been made *pendente lite*. In the latter case the Court went so far as to hold that the *lis pendens* ended with the decree. This view was accepted in 22 Bom. 939, but it was held that that rule did not apply "to administration suits and suits for an account and to suits of a similar nature in which the decree in the inception of subsequent proceedings". 22 Bom. 939 was a mortgage suit, and the transfer in that case was made after the decree for sale and before the date of sale. It was held, following 21 W.R. 319, which was approved by the Judicial Committee in L.R. 15 I.A. 97, that the transfer was *pendente lite*.

As to the word "contentious" it was held in some cases that a suit became contentious only from the date on which summons was

served on the defendant (15 Cal. 617 ; 27 Cal. 77 ; 21 All. 403), and in some cases that it became contentious when the defence was put in (31 Cal. 658, which was a partition suit). But these decisions are not good law since the ruling of the Judicial Committee in *Fatma Hutain Khan* v. *Pray Narain* (1907) 34 I A. 102, where it was held that according to the true construction of this section there was no warrant for the view that a suit, contentious in its origin and nature, is not so within the meaning of the section until after summons is served on the opposite party.

In view of the difficulties created by the use of the words "active prosecution" and "contentious", it is proposed to substitute the word "pendency" for the words "active prosecution", and to omit the word "contentious", and to add an explanation to make it clear when the pendency of a suit or proceeding shall be deemed to commence and when it shall be deemed to end.

We also propose to insert in the section the words "which is not collusive," for a collusive suit is no real suit at all, but merely a pretence (6 Bom. 703, 11 Bom. 708) Further, to attract the doctrine of *lis pendens* the suit must be pending in a Court of competent jurisdiction, and this has been made clear in the explanation.

We have not thought it proper to include in the explanation cases where an order is passed against an intervenor in execution proceedings, as the proper remedy in such cases is a suit under Order 21, rule 63 of the Code of Civil Procedure, 1908. We have also excluded cases of review.

It has been suggested that to avoid the difficulties that may arise by the application of the doctrine of *lis pendens*, the system of registration of suits prevailing in England should be adopted in this country at least in the Presidency towns. This is really a question of administration and is beyond the scope of our reference.

Clause 14. Section 53.

The first and third paragraphs of section 53 are taken from 13 Eliz. c. 5 and 27 Eliz. c. 4. Both these statutes applied to Presidency-towns (22 W. R. 60 ; 6 Mad. H.C.R. 455, 474 ; 25 Bom. 202, 208-209), and were repealed by the Transfer of Property Act, so far as they applied to those towns. 13 Eliz. c. 5 dealt with transfers made with intent to defeat or delay creditors, and 27 Eliz. c. 4 dealt with transfers made with intent to defraud subsequent transferees for consideration.

The first paragraph of section 53 consists of two parts, of which the first relating to subsequent transferees is based on section 2 of 27 Eliz. c. 4, and the second relating to creditors is based on section 1 of 13 Eliz. c. 5. The second paragraph of section 53 had no place in either of the two statutes. It seems to have been founded upon the decisions on the two statutes. The third paragraph of the section is based on section 5 of 13 Eliz. c. 5 and section 4 of 27 Eliz. c. 4.

On the statute 27 Eliz. c. 4 the English decisions are clear to the effect that a voluntary transfer of land, afterwards made the subject of a conveyance for valuable consideration, may be avoided by the subsequent purchaser although in making the voluntary conveyance there was no actual fraud and although the purchaser had notice of the settlement: see 1, Smith's Leading Cases, 12th edition, page 27. From the fact that the settler afterwards conveyed the land to a purchaser for consideration it was inferred that the voluntary conveyance was made with intent to defeat the purchaser. "The principle appears to be that, by selling the property for a valuable

consideration, the settlor so entirely repudiates the former voluntary conveyance and shows his intention to sell, so that it shall be taken conclusively against him and the person to whom he conveyed, that such intention existed when he made the conveyance, and that it was made in order to defeat the purchaser." "It may be assumed," said Grant, M. R., "that a voluntary settlement, however free from actual fraud, is by the operation of that statute (27 Eliz. c. 4) deemed fraudulent and void against a subsequent purchaser for a valuable consideration even when the purchase has been made with notice of the voluntary settlement." He added, however, that he had great difficulty in persuading himself that the words of the statute warranted or that the purpose of it required such a construction, for it was not easy to see how a purchaser could be defrauded by a settlement of which he had notice before he made his purchase.

The English decisions were followed by Couch, C.J., in *Judah* v. *Abdool* (1874) 22 W R. 66, a case decided before the Transfer of Property Act came into force Following the same principle Sale, J., held in *Jadoo* v. *Alliance Bank of Simla* (1895) 22 Cal. 185, that the words "may be presumed" in paragraph 2 of the section should be construed as equivalent to "shall be presumed," and that a voluntary transfer of immoveable property afterwards made the subject of a transfer for consideration was void as against the subsequent transferee, even though the subsequent transferee had notice of the previous transfer. An appeal was preferred from the judgment of Sale, J., but the appellate court did not deal specifically with the point of law raised by the words "may be presumed" and the decision was confirmed on other grounds The view taken by Sale, J., was dissented from by Jenkins, C.J., in *Bai Cooverbai* v. *Muhammad* (1905) 7 Bom. L R. 367 As regards transfers made with intent to defraud creditors, the courts in India have held that the phrase "may be presumed" in the second paragraph should be given its plain meaning, that is to say, the meaning which it bears in the Indian Evidence Act, 1872, section 3. The result is that the same phrase "may be presumed" may have one meaning attached to it in case of transfers made to defraud subsequent transferees and another meaning in case of transfers made to defeat or delay creditors. Again, paragraph 3 of the section can hardly apply to cases where there is a contest between a prior voluntary transfer and a subsequent transfer for consideration. Such being the case, it is desirable to split the section into two parts—one dealing exclusively with transfers made with intent to defraud creditors and the other with transfers made to defraud subsequent transferees. In drafting the two sub-sections we have followed the lines of section 172 and 173 respectively of the English Law of Property Act, 1925.

Paragraph 2 of section 53 lays down a rule of evidence. It says that when the effect of any transfer of immoveable property is to defeat or delay creditors, and the transfer is made gratuitously, the transfer may be presumed to have been made with intent to defeat or delay creditors. The words "when the effect of any transfer is to defeat or delay creditors" have given rise to considerable difficulty and the Courts have resorted to English decisions to determine when a voluntary transfer can be said to have that effect. But even in England the course of decisions on the subject is not uniform. In *Spirett* v. *Willows*, 3 DeG. J., & S. 293, Lord Westbury laid down two separate rules—one as to creditors existing at the date of the transfer and another as to subsequent creditors. In *In re Lane-Fox*

(1900) 2 Q.B. 508, Wright, J., adopted the second rule laid down by Lord Westbury, and held that an honest voluntary settlement made by a solvent person was not void merely because it proved some years afterwards *to have the effect* of defeating or delaying subsequent creditors. In *Freeman* v. *Pope*, 5 Ch. App. 538, it was laid down that it is not "necessary to prove any *actual* intention to delay creditors, where the facts are such as to show that the necessary consequence of what was done was to delay them," and that in such cases the intent *must* be inferred. This doctrine that the intent must be inferred was criticised in *Ex parte Mercer*, 17 Q.B.D., 290, a case which was approved by the Court of Appeal in *In re Holland* (1902) 2 Ch. 360.

The principal now generally adopted by the Courts in England is that laid down by Kindersley, V.C., in *Thompson* v. *Webster*, 4 Drew 628, at p. 632. That principle is as follows:—

"It is not necessary, in order to set aside a voluntary deed, that a settler should be actually in a state of *insolvency*. The principle now established is this: the language of the Act being that any conveyance of property is void against creditors if it is made with *intent* to defeat, hinder or delay creditors, the Court is to decide in each particular case whether, on all the circumstances, it can come to the conclusion that the *intention* of the settler in making the settlement was to defeat, hinder or delay his creditors."

The above statement of the law was accepted as correct by the Judicial Committee in *Godfrey* v. *Pole*, 13 App Cas. 497. Again, in *In re Holland* (1902) 2 Ch. 360 it was held by the Court of Appeal that in considering whether a conveyance was void under the statute, the Court must look at the whole of the circumstances surrounding the execution of the conveyance and see whether it was *in fact* executed with the intent to defeat and delay creditors. It is, therefore, proposed to delete paragraph 2 of section 53 and to leave the determination of the question of intent to be dealt with according to the ordinary rules of evidence.

Coming now to transfers made with intent to defraud subsequent transferees for value, we have already referred to the English cases by which it was determined that every voluntary conveyance of immoveable property was void as against a subsequent purchaser for value. These decisions, as stated above, were followed by Sale, J., but the law in England was altered by section 2 of the Voluntary Conveyances Act, 1893 (56 and 57 Vict. c. 21), by which it was provided that a voluntary conveyance, if made *bona fide* and without any fraudulent intent, should not be deemed fraudulent within the meaning of 27 Eliz. c. 4, by reason of any subsequent purchase for value. Section 2 of the Voluntary Conveyances Act has been repealed by the English Law of Property Act, 1925, and reproduced in section 173 of that Act. We think that a similar provision should be made and we have done so accordingly in sub-section (*2*).

For the reasons already given we have included paragraph 3 of section 53 in the new sub-section (*1*).

To make sub section (*1*) more comprehensive we have provided, as is done in section 172 of the English Law of Property Act, 1925, that nothing contained in sub-section (*2*) shall affect the law of insolvency for the time being in force. Thus a voluntary transfer, though it may be good under sub-section (*1*), may be avoided in insolvency proceedings under the circumstances mentioned in section 55 of the Presidency-towns Insolvency Act, 1909, and

section 53 of the Provincial Insolvency Act, 1920. Similarly, a transfer is not necessarily void under sub-section (*1*) because it amounts to an assignment of all the transferor's property for the benefit of a particular creditor or of particular creditors [*Alton* v. *Harrison* (1869) L.R. 4 Ch. 622, 626], but it may operate as an act of insolvency under section 9 of the Presidency-towns Insolvency Act and section 8 of the Provincial Insolvency Act, or it may be void as amounting to a fraudulent preference within the meaning of section 56 of the Presidency towns Insolvency Act and section 54 of the Provincial Insolvency Act.

There has been some conflict of opinion whether a suit to set aside a transfer on the ground that it was made with intent to defeat or delay creditors should be brought on behalf of all the creditors or whether it is competent to any one creditor to institute such a suit. The trend of the decisions is in favour of a representative suit. In 34 Cal. 989, 16 Bom. 1 and 27 Bom. 422 it was held that the suit should be brought on behalf of all the creditors. The decisions under the corresponding section of 13 Eliz. c. 4 went the same way and it was held under that section that the action should be brought by the plaintiff on behalf of himself and all other unsatisfied creditors of the deceased; see *Frowd* v. *French*, 8 De G. M. & G. 95, *Richardson* v. *Smallwood*, Jac. 552. In 42 Mad. 143, however, the opinion was expressed that a suit to avoid a transfer made with intent to defraud creditors may be instituted by a single creditor. We are unable to accept this opinion. The practice followed by the High Courts of Calcutta and Bombay is in accordance with form No. 13, Appendix D to Schedule I of the Civil Procedure Code, and is based on the wholesome principle that the transferee should not be exposed to a multiplicity of suits at the instance of various creditors. We think it is desirable to give statutory recognition to this practice. We also do not agree with the view expressed by the High Court of Madras that a decree-holder is not a creditor and that he may therefore bring a suit on his own behalf to set aside the transfer. We have accordingly added a new paragraph.

The first paragraph of section 53 contains the words "prior or subsequent transferees", but it is difficult to see in what cases a prior transferee could have any reason to complain: for a completed transfer must always, in the absence of a special contract binding the transferee, take precedence of a later transfer: see section 48 of the Act. Hence we have omitted the word "prior" in sub-section (*2*) of the section.

The first paragraph also contains the words "or co-owners or other persons having an interest in such property." It is difficult to conceive of any case in which a co-owner or other person having an interest in the property could be defeated by a voluntary transfer made by the transferor; and these words find no place in any of the corresponding English Statutes. We have accordingly omitted these words in sub-section (*2*).

Clause 15.
Section 53-A.

We have proposed a more rigorous use of registration in the transfer of immoveable properties than is now enjoined by law, and the changes we have proposed are, we think, calculated to minimise, if not to prevent, perjuries and frauds. We cannot, however, ignore the fact that in actual practice circumstances do arise when the rigorous application of the law of registration may result in fraud instead of preventing it. Similar circumstances led to the introduction of the doctrine of part performance in England.

By section 4 of the Statute of Frauds (1677) (29 Car. II, c. 3.), it is provided that no action or suit shall be maintained on an agreement relating to land which is not in writing signed by the party to be charged with it. The strict application of the provision led to great hardship in cases where a parol agreement relating to land had been partly performed by one party and yet he could not sue the other party for specific performance. Thus, the latter party was enabled to practise a fraud upon the former. In such cases the Courts intervened on equity and enforced specific performance, holding that part performance took the cases out of the Statute of Frauds. The general ground upon which the doctrine is based is prevention of fraud. It is said that where one party has executed his part of the agreement in the confidence that the other party would do the same, it is obvious that, if the latter should refuse, it would be a fraud upon the former to suffer this refusal to work to his prejudice (see Story on Equity, section 1045). Again, "a more general ground and that which ought to be the governing rule in cases of this sort is that nothing is to be considered as a part performance which does not put the party into a situation which is a fraud upon him unless the agreement is fully performed." (*Ibid*, section 1047.)

In applying the doctrine of part performance the Courts have confined it within strict limits. From the decided cases the following may be taken to be the essential elements necessary for the application of the doctrine:—

(1) that the transferee has been put in possession of the property;

(2) that his possession can be referred to the particular transfer and not to any other relationship;

(3) that it will amount to a fraud on the part of the transferer to back out of such transfer; and

(4) that the terms of the transfer can be ascertained with reasonable certainty.

Notwithstanding weighty opinion to the contrary, the doctrine is still found to be necessary in England. In India the position is somewhat different though the doctrine is just as applicable. In England the Statute of Frauds is a bar to a suit or action when the agreement is not in writing, in India registration is necessary to the validity of a transfer. Notwithstanding this difference the need for the prevention of fraud is the same in both countries. Hence, the doctrine has been applied by the Indian Courts to cases where the transfer was not effected by a registered instrument. In the case of *Mahomed Musa* v. *Agbore Kumar Ganguli* (42 I. A. 1), their Lordships of the Privy Council observed:—

"They do not think that there is anything either in the law of India or of England inconsistent with it (the doctrine of part performance), but, upon the contrary, that these laws follow the same rule. In a suit, said Lord Selborne in *Maddison* v. *Alderson* (8 App. Cas. 467), founded on such part performance..... the defendant is really 'charged' upon the equities resulting from the acts done in execution of the contract, and not .... upon the contract itself. If such equities were excluded, injustice of a kind which the statute cannot be thought to have had in contemplation would follow."

Their Lordships further said:—

"The matter has advanced beyond the stage of contract; and the equities which arise out of the stage which it has reached cannot be administered unless the contract is regarded."

They go on to say—

"Many authorities are cited in support of these propositions from English and Scotch law, and no countenance is given to the proposition that equity will fail to support a transaction clothed imperfectly in those legal forms to which finality attaches after the bargain has been acted upon. From these authorities one dictum quoted by Lord Selborne from Sir John Strange (1 Ves. 431) may be here repeated: 'if confessed or in part carried into execution, it will be binding on the parties, and carried into further execution as such, in equity'. Their Lordships do not think that the law of India is inconsistent with these principles. On the contrary it follows them."

The doctrine has been applied to numerous cases in India, as in :—

(1914) 18 C.W.N. 445.	(1917) 41 Bom. 438.
(1915) 20 C.W.N. 149.	(1921) 45 Bom. 1170.
(1917) 22 C.W.N. 522.	(1918) 40 All. 187.
(1918) 23 C.W.N. 234	(1920) 46 Mad. 919.
(1919) 24 C.W.N. 462	(1923) 1 Ran 419.
(1920) 25 C.W.N. 985	(1925) 3 Ran. 243.

We do not think that the time has arrived when this equitable doctrine can be safely abrogated in favour of a rigid application of the law of registration. Ignorant transferees in this country who have partly performed the contract require a greater measure of protection than even a transferee in England. When a transferee has in the faith that the transfer would be completed according to law taken possession, it would be inequitable to allow the transferor to treat the transferee as a trespasser. We, therefore, think that statutory recognition should be given to the doctrine of part performance. At the same time care should be taken that the law of registration is not evaded and that the introduction of the doctrine does not lead to "perjuries and frauds" which it is the object of the doctrine to prevent. With this end in view we propose—

(1) that the agreement should be in writing signed by the party or his agent whom it is sought to bind;

(2) that the transferee should in part performance of the contract take possession of the property or, if already in possession, should continue in possession and in the latter case should do some act in furtherance of the contract;

(3) that the transferee, seeking to avail himself of the doctrine, should perform or be willing to perform his part of the bargain as contained in the writing;

(4) that when the contract has been partly performed all rights and liabilities under the contract should arise and be enforceable as between the parties to the contract notwithstanding that the transaction has not been completed according to law, and

(5) that the application of the doctrine should not affect the rights of a transferee for consideration who has no notice of the contract or of the part performance thereof.

We think that it should be made clear that by reason of the part performance, although the terms of the contract are made binding on the parties thereto, the transferee will not get a good title unless the transfer is effected according to law, that is, executed and registered. In this view registration would still be necessary in order that the transferee may acquire a perfected and marketable title. But, although on account of non-registration no title has passed, yet by reason of part performance equities have arisen which Courts of law

ought to recognize and enforce. As pointed out in Mohamed Musa's case, "when a contract has been partly performed, the matter has advanced beyond the stage of contract and the equities which arise out of the stage which it has reached cannot be administered unless the contract is regarded," i.e., as if the transaction had been completed according to law. We propose, therefore, that all the rights and liabilities arising under the contract as expressed in the writing should be enforceable but no more. There is no difficulty in the case of sale or a mortgage because a contract for sale or mortgage need not be in writing or registered. Questions may arise in the case of an agreement for a lease which creates a present demise. Such agreements require to be in writing and registered. If in performance of such an agreement the lessee takes possession, he may not even sue for specific performance because he cannot prove the agreement if it be not registered. (*See* 28 C.W.N. 329). Such a state of things enables the lessor to treat the lessee in possession as a trespasser and thereby practise a fraud upon him. We think that the Courts should be in a position to give relief to such a lessee in possession. We propose therefore that in such a case the writing containing the agreement may be proved in Court notwithstanding non-registration. In order to avoid perjured evidence, it is desirable in our opinion that the agreement should in all cases be in writing when the doctrine of part performance is sought to be invoked.

We are not unmindful of the weighty opinion expressed in Chapter 35 of the report of the Civil Justice Committee. That Committee has recommended a rigid application of the law of registration and the rejection of the doctrine of part performance. The principal objections formulated by the Committee are—

(1) The recognition of the doctrine is inconsistent with the necessity for registration. We have shown that, inasmuch as part performance cannot confer a title, registration would still be necessary.

(2) A mass of perjured evidence will be introduced if oral agreements are allowed to be proved. To meet this objection we have proposed that the agreement should be in writing.

(3) If registration is made essential in every case people will get accustomed to it and there will be no necessity for the application of the doctrine of part performance. We do not think the country has arrived at that stage when the necessity for the application of this equitable doctrine has ceased to exist.

We think that with the safeguards we have suggested the doctrine should be given statutory recognition. In fact, our proposal does not go beyond what the Courts in India have already recognized by judicial decisions. We have deliberately excluded voluntary transfers from the operation of the doctrine of part performance because obviously no equities arise in favour of volunteers.

There is some conflict of decisions in the Indian Courts with regard to the period within which equitable relief can be given to parties to a transaction when there has been no registered instrument. One view is that such relief can be given only within the period during which a suit for specific performance would lie, the other view being that such relief can be given even after that period has expired. It seems to us that the first view, to which we propose to give effect by adding section 30-A to the Specific Relief Act, 1877, does not go far enough, in all cases, to afford the relief which the equities arising out of part performance require. Because, even after the period of

limitation, when part performance has taken place, the parties stand in the same relation to each other as they did within the period of limitation and the equities which arose within that period remain the same.' In fact, the longer the possession in part performance, the higher will be the equities. We, therefore, think that, in order that the relief may be effective, it ought to be available at all times during which the transferee is in possession in part performance of the contract and subject to the other conditions which we have proposed. In 46 Mad. 919 and 23 C.W.N. 284, the Courts took the view that the relief was available even after the period of limitation for specific performance was over. We feel that, in order that the relief may be real, it ought to be available as between the parties to the transaction even after such period of limitation.

It is necessary in this connexion to have a new section in the Specific Relief Act dealing with the same subject, and we have, therefore, proposed the addition of section 53A at the end of Chapter II in the Specific Relief Act. We propose that section 49 of the Registration Act should be amended so as to provide for the admission of unregistered documents, required by law to be registered, for the purpose of proving part performance within the meaning of the new section 53A of the Transfer of Property Act and section 30 A of the Specific Relief Act.

Inasmuch as the statutory recognition of part performance is a matter of considerable importance, we think it desirable to explain in further detail the reasons for the various recommendations we are making—

(1) In order to avoid perjured evidence which is likely to centre round an oral agreement we are providing for the agreement to be in writing.

(2) If possession be taken in part performance of the contract, that fact along with the writing ought to be sufficient to attribute the possession to the agreement. But in the case of a person already in possession we have recommended some further act of part performance, e.g., by payment of different rent or the spending of money, because the possession may not be exclusively referable to the agreement.

(3) In providing that the transferor shall be debarred from enforcing against a transferee any rights except such as arise out of the agreement, we desire to make it clear that the rights arising out of the contract as between the transferor and the transferee should be enforceable as if the transfer has been completed according to law. This provision will prevent a transferor from ejecting a transferee who has in part performance of the contract taken possession, and at the same time enable the transferor to sue the transferee upon his covenant, say, to pay rent. The effect of this provision will be that the mutual covenants between the transferor and the transferee will be operative, though by reason of non-registration no title has passed. This will necessitate the completion of the transfer according to law by execution and registration in order that the transferee may get a marketable title. Thus, the law of registration will not be evaded.

(4) We have provided for a further safeguard in that the equities arising out of part performance may not affect the rights of a transferee for value without notice. This will again have the effect of requiring the completion of the transfer according to law because, otherwise, the first transferee will be in a precarious position in the case of a subsequent transferee for value without notice asserting

his rights under such subsequent transfer. The claims of the subsequent transferee will, of course, be subject to the doctrine that, ordinarily, possession will constitute notice of the title of the person in possession. Thus the transferor will not find it easy to practise a fraud upon the transferee in possession by making a second transfer. The second transferee will have notice of the title of the first transferee in possession whatever that title may be. The protection given to the second transferee is not illusory because under the amended section 3 of this Act he will be regarded as having notice of the title of the person in actual possession and not of the title of the prior transferee who may be only in constructive possession. Therefore, it would be still necessary for the first transferee in constructive possession to have his transfer perfected according to law by registration and thereby acquire an indefeasible title.

SALES.

Except in the case of gifts, all transfers dealt with in the present Act are required to be made by registered instruments only if the immovable property involved therein is of the value of Rs. 100 and more. During the passage of the Act Sir Richard Garth (the then Chief Justice of Bengal) recorded a strong opinion that registration should be compulsory in the case of all transactions relating to immovable property. The Civil Justice Committee in Chapter 35 of their report (page 447) has strongly advocated that the law as to registration should be stiffened and that every instrument relating to immovable property should be compulsorily registrable. This important change should now be made. Section 54 of the Transfer of Property Act should be amended by providing that a sale in the case of all kinds of immovable property or any interest therein can only be effected by a registered instrument. Clause 19. *Section 54.*

The distinctions drawn between tangible immovable and intangible immovable property in section 54, and between property of the value of less than Rs. 100 and property of the value of Rs. 100 or more become unnecessary, and paragraph 3 also is not necessary, while paragraph 2 should be amended so as to apply to all kinds of immovable property.

Although sales by the delivery of property merely are done away with, the paragraph which explains what constitutes 'delivery' should be retained since in subsequent sections reference is made to delivery of property.

Sub clause (*a*) of clause (1) of section 55 provides that a seller is bound to disclose to the buyer any material defect in the property of which the seller is aware. The expression 'material defect in the property' has been held to include a defect in the title of the seller. (I.L.R., 20 Bom. 522). We propose to give effect to the decision by inserting the words 'or in the seller's title thereto' in sub-clause (1). Clause 27. *Section 55.*

Sub-clause (*b*) of clause 4 of the same section provides that the vendor's lien for the purchase-money can be enforced against the property in the hands of the buyer. The provision as it stands is insufficient, as such lien can easily be defeated by the buyer by parting with the property. It is, therefore, proposed to provide that it can be enforced against the property in the hands not only of the buyer, but also of all other persons claiming under him if they have notice of the sale. This clause is also silent as to the date from which

interest on the unpaid purchase-money should run. It seems fair that it should run from the date when the buyer is put in possession.

Sub-clause (*b*) of clause 6 of the same section relates to the buyer's lien and provides that it can be enforced against the seller and other persons claiming under him with notice of the payment. It also provides that the buyer's lien can only be enforced against a person claiming under the seller, if such person has notice of the payment of the purchase money. The transferees and legal representatives of a seller are thus enabled to escape any liability for the amount received by the seller by pleading that they had no notice of the payment of the purchase-money. The reasons for limiting the seller's lien against third persons who have notice of the sale do not hold good in the case of the buyer's lien against persons claiming under the original seller. The words "with notice of the payment" in sub-clause (*b*) of clause 6 should, therefore, be omitted.

Clause 18. *Section 56.* Section 56 purports to give effect to the doctrine of "marshalling." In the case of a sale the right of marshalling is given "as against a seller." It has been accordingly held by the High Courts of Madras and Allahabad that, the buyer has no such right as against a prior mortgagee (31. Mad., 419, 17 All., 434) In 13 Bom. L.R. 678 the High Court of Bombay also took the same view and held that section 56 applied only as between a seller and his buyer and not as between a mortgagee of the seller and the buyer. Under section 55 (1) (*g*), in the absence of a contract to the contrary, it is the duty of the seller to discharge all encumbrances existing at the date of the sale. In practice section 56 does not give any relief to the purchaser.

The section begins with the words "Where two properties are subject to a common charge," and does not provide for the case when there are more properties which are subject to a common charge and some or one of them is afterwards sold. To provide for such cases we propose to amend this section and bring it into line with section 81 which deals with the marshalling of securities.

Clause 19 *Section 58(a).* The words "if any" in paragraph 2 are now superfluous and should be omitted.

Section 58 (*c*) contains the definition of a mortgage by conditional sale. It is with the greatest difficulty in many cases that such mortgages can be distinguished from sales with a condition for repurchase. As clause (*c*) of section 58 indicates, the real point of difference between the two kinds of transactions is that, in the case of a mortgage by conditional sale, the sale is only ostensible, whereas in the case of an out and out sale it is real. The ostensible or real nature of the transaction can, however, be only determined by finding out the intention of the parties. In order to escape the liability of accounting for the profits of the property and other liabilities imposed on a mortgagee, and also to escape the provisions of some of the local laws enacted for the benefit of agriculturists, creditors resort to the mode of having a mortgage which is in form an out and out sale Since the decision of the Privy Council in *Balkishen Das* v. *Legge* (I.L.R. 22 All. 149), it has been a well settled rule that it is not open to Courts to allow any extraneous evidence in order to find out the intention of the parties. Such intention must, therefore, be gathered from the document itself which purports to effect the transaction. These transactions have given rise to a great deal of litigation and Courts are compelled to enumerate and consider all the various criteria which have been laid down for the purpose of determining whether a transaction is a mortgage or an out and out sale. In order to

avoid the difficulties indicated above, we think it is desirable to lay down a statutory test by which the intention is to be gathered. We, therefore, propose that no transaction should be deemed to be a mortgage by conditional sale unless the condition is embodied in the document which operates or purports to effect the sale.

Clause 10—contd. Section 58 (c).

In a suit on a usufructuary mortgage where possession had not been delivered, the Madras High Court held that the mortgage money had not become due under section 68 of the Transfer of Property Act and that under section 67 the mortgagee was entitled to a decree for sale. They held that the provision of the latter section that the usufructuary mortgagee has no right to sell did not apply on the ground that delivery not having been effected, the transaction did not amount to a usufructuary mortgage (I.L.R., 41 Mad., 359). It seems to us that the High Court in that case omitted to notice that the mortgagee could only sue for the mortgage-money under section 68 on the basis of the transaction being a usufructuary mortgage and on no other, and that the same transaction could not be treated as a usufructuary mortgage for the purpose of attracting the provisions of section 68 and as not being a usufructuary mortgage for the purpose of applying section 67. The remedy of a usufructuary mortgagee to whom possession is not delivered is to sue for possession, and the mere fact that possession is not delivered cannot alter the character of the transaction (7 N.W.P. 58, 7 Beng. L.R. 14, I.L.R., 10 Cal. 60, 4 I.A. 15, 31 All., 318). We think it necessary to amend the section as to avoid the anomalous result arrived at in the Madras case quoted above. We accordingly propose that after the words "where the mortgagee delivers possession" the words "or expressly or by implication binds himself to deliver possession" should be inserted.

The definition of a usufructuary mortgage is not exhaustive. It does not provide for a case where the mortgagee is entitled to appropriate a portion only of the income of the property mortgaged in payment of the mortgage money. We propose to alter the section accordingly.

Section 98 only deals with certain classes or types of anomalous mortgages and is not exhaustive. We think it would be better to define anomalous mortgages as covering all mortgages other than those defined in clauses (*b*) to (*d*) of section 58 and that the definition should be inserted in this section as a separate clause. The rights and liabilities of the parties under anomalous mortgages should be dealt with in section 98.

Clause 20. Section 59.

For the reasons set out in the note relating to section 54, the difference between mortgages relating to immovable property of the value of less than Rs. 100 and those of the value of Rs. 100 or upwards is done away with. All mortgages, irrespective of the value of the property involved therein, should be compulsorily registrable.

Clause 21. Section 59A

Whether the words 'mortgagor' and 'mortgagee', as used in the different sections in this Chapter, include all persons deriving title from them has given rise to some difficulties. (*See* 39 I.A. 7 and 21 All., 223.) In order to make this clear, we propose the addition of section 59A.

Clause 22. Section 60.

The word 'payable' in section 60 at one time gave rise to a diversity of opinion. It was held in some cases that when a day was fixed for the payment of the debt secured by a mortgage and nothing more was stated, the presumption was that the day was fixed for the

convenience of the debtor and that it was open to the mortgagor, if he liked, to pay the debt at an earlier date (I. L.R., 10 All., 602). A contrary view was taken in other cases and the general principle that the rights of redemption and foreclosure are co-extensive was strictly followed (I.L.R., 5 Bom. 22, 20 All., 471). In the last mentioned cases, where the deed provided that the mortgagor should pay "within....years" the suit brought to redeem the property before the expiry of that period was held premature. There is nothing in law to prevent the parties from stipulating expressly that the mortgagor may discharge the debt within the specified period and take back the property, but it is an elementary proposition that the mortgagee is not entitled to foreclose before the mortgage-money has become due. As a corollary to that proposition it is reasonable to hold that a mortgagor also should not be allowed to redeem before the mortgage-money has become due. It is possible that a mortgagee, relying on the condition in a mortgage regarding the period of redemption, may have entered into other transactions which will be affected if the mortgage is redeemed before the period stipulated for redemption or foreclosure has expired. In *Bakhtawar Begum Hosaini Khanum*, I.L.R., 36 All., 195, the Privy Council has approved of the view taken in I.L.R., 28 All., 471, that redemption should not be allowed within the term of the mortgage. In order to remove any doubt on this point, the word 'due' has been substituted for the word 'payable' in the first paragraph.

It should be made clear that on redemption a mortgagee is bound to deliver not only the mortgage-deed in his possession but all documents in his possession relating to the mortgaged property. As it is proposed that hereafter all mortgages should be by registered instruments, the words in brackets, *viz.*, "where the mortgage has been effected by a registered instrument" have become unnecessary and should be omitted.

The last paragraph of the section relates to what is known as the principle of the 'indivisibility or integrity of a mortgage'. Such integrity or indivisibility exists not only with reference to the mortgagee, who may be generally benefited thereby, but also with reference to the mortgagor. Save as a matter of special arrangement neither the mortgagor, nor the mortgagee nor any person claiming through either of them should get relief except in consonance with the principle of indivisibility. We do not think it necessary to alter the last paragraph of the section except that the word 'only' should be inserted between the words "except" and "where" with a view to get rid of the effect of the decision in 27 Bom., L.R. 1449. The only case, therefore, when the integrity of a mortgage may be allowed to be broken, apart from special arrangement, is when a mortgagee acquires a share in the mortgaged property.

Clause 13. *Section 61.*

Section 61 abolished the doctrine of the consolidation of mortgages. The section was based on section 17 of the Conveyancing Act, 1881 (corresponding to section 93 of the Property Act, 1925). In England before that statute was enacted, and in this country before Act IV of 1882 was passed, a mortgagee was allowed to consolidate securities in his hands and force a mortgagor to redeem all of them or to prevent him from redeeming one of them without redeeming the others. [Ghose on Mortgage, Vol. I, p. 429, 5th Edn., 6 Bom. H.C.R. (A.C.J.) 90.] This was inequitable and was altered by section 61 of the Act. But even that section is not exhaustive. It is

proposed, therefore, that a mortgagor should be allowed to redeem simultaneously all debts or any one or more of them which have become due to the same mortgagee. The same principle ought to apply where portions of one and the same property are mortgaged separately. Accordingly, any reference to "property" has been omitted and the words "two or more mortgagees" have been used and the illustration has been omitted.

Clause 24, Section 62.

Section 62 which relates to a usufructuary mortgage requires to be amended on the same lines as section 58 (*d*).

Clause (*b*) of the section is limited to a case where out of the rents and profits of the mortgaged property the mortgagee is entitled to recover only the interest due to him on his principal. The clause should also be made applicable to cases where the rents and profits are to be appropriated in payment of a part of the mortgage-money, i.e., in payment either interest in part or principal in part or both in part. To effect this change, the words "principal money" should be changed into "the balance of the mortgage-money."

Clause 25, Section 63.

Section 63 relates to accessions and the second paragraph of the section provides for the payment of the cost of accessions by the mortgagor where such accessions are made in certain circumstances and are delivered to the mortgagor. It is stated that the proper cost payable by the mortgagor is to be added to the principal money 'at the same rate of interest'. Nothing is stated in the section about any rate of interest. Difficulty might also arise where a mortgage-deed is silent as to the rate of interest. For the words 'at the same rate' the following words should be substituted, *viz.* :—

"at the rate of interest payable on the principal, and, where no such rate is fixed in the mortgage deed, at the rate of nine per cent per annum."

Clause 26, Section 63A.

Section 63 applies to accessions only. There is no express provision in the Act allowing a mortgagee to make improvements to the mortgaged property. In the absence of such express provision it has been held in some cases that a mortgagee is not entitled to charge or obtain any compensation for improvements made (I.L.R., 19 Mad., 327, 37, All., 31). On the other hand, some courts following the English decisions in *Shepard* v. *Jones*, 21 Ch. D. 469, *Sanders* v. *Hooper*, 8 Beav. 246, *Henderson* v. *Astwood* (1894), A.C. 150, have held that a mortgagee should have a charge for improvements if they are reasonable (I.L.R., 43 Bom., 69, 45 Bom., 1301). According to the English law, as summarized by Fisher on Mortgage (Art. 1762, 6th Edn.), "the improvements must always be reasonable having regard to the nature and value of the estate: for, if it were not so, a weapon would be put in the mortgagee's hands with which he might greatly clog the right of redemption: which he has no right to make more expensive than is necessary to keep the estate in good repair and working order and to protect the title." The English cases on the subject are also reviewed in Coote on Mortgage, where it is pointed out that the later decisions are more favourable to the mortgagee than the older authorities. In the 8th Edition of Coote on Mortgage, the law is thus expounded (p. 1232):—

"Unless the sanction of the mortgagor has been obtained, the mortgagee will not be allowed for substantial repairs, not being strictly necessary, or for improvements, unless the value of the property has been increased thereby....Indeed, according to some older

cases, even substantial improvements have been disallowed, unless done with the consent of, or acquiescence after notice by, the mortgagor. A mortgagee can hardly be said to be safe in making improvements in the mortgaged property without such consent or acquiescence. But the tendency of later decisions appears to be more favourable to the mortgagee in this respect and it has been laid down that, *prima facie*, a mortgagee who has expended money in improvements is entitled to an inquiry whether the outlay has increased the value of the property, and to be allowed such outlay so far as the value is proved to have been increased thereby."

We prefer to adopt in India the view summarized in Fisher on Mortgage except that we do not consider it desirable to leave it to the Court to determine in each case what improvements are reasonable and what not. We accordingly propose to have a uniform and definite rule, namely, that no mortgagee shall be entitled to charge for any improvements unless they are made to preserve the property from destruction or deterioration or unless they are necessary to prevent the security from becoming insufficient or made in compliance with the lawful order of any public servant or public authority. We accordingly propose to add a new section 63A dealing with improvements. We have throughout guarded the right of private contract.

Clauses 27, 28 and 35, *Sections 59, 65, 71.*

The words 'for a term of years' in these sections are unnecessary and should be omitted.

Clause 28. *Section 66.*

This section relates to the implied covenants by a mortgagor, and provides in the penultimate paragraph that covenants regarding payment of public charges and future rent in the case of lease hold property do not apply in the case of a usufructuary mortgage. This provision is not clear. Covenants specified in the section are binding on a mortgagor in consequence of his obligation to preserve the mortgage security. No sufficient reason is apparent why, in the case of a usufructuary mortgage when possession is not delivered to the mortgagee, the mortgagor should not be under a duty to pay the public charges and future rent. It appears from the papers underlying the Act that the provision at present contained in this paragraph was first introduced in Bill IV of 1879, when clauses (*e*) and (*f*) did not contain the words "so long as the mortgagee was not in possession". In the case of a usufructuary mortgage, if the mortgagor has not put the mortgagee in possession, it is as much his duty as it is in the case of any other mortgage to preserve the property on the security of which he has obtained a loan. The words "so long as the mortgagee was not in possession" were added in sub-clauses (*e*) and (*f*) of section 65 in the final Bill, but, apparently through inadvertence, this paragraph was not omitted.

Clause 29. *Proposed new section 63A.*

In the absence of an express provision in the Act, a question is sometimes raised whether a mortgagor in possession is competent to grant a lease of the mortgaged property during the continuance of the mortgage and whether such a lease is binding on the mortgagee. In England, before the Conveyancing Act, 1881, was passed, a mortgagor could not grant leases which were binding on the mortgagee [*Keech v. Hall*, 1 Smith L.C., 577, 12th Edn., *Corbett v. Plowden*, 25 Ch. D 678, *Robinson v. Whyte* (1903) 1 K.B. 125]. This view was followed in the case of an English mortgage in Bombay (I.L.R., 30 Bom., 250) and it was observed as follows:—

"If a mortgagor left in possession grants a lease without the concurrence of the mortgagee, the lessee has a precarious title, inasmuch as, although the lease is good as between himself and the

mortgagor who granted it, the paramount title of the mortgagee may be asserted against both of them."

In Allahabad, it was held that a mortgagor ordinarily cannot, without the concurrence of his mortgagee, execute a lease which would be binding upon the mortgagee. He may execute a lease which may be binding upon himself and so long as the mortgagee does not interfere with the possession of the lessee, so long may the lessee enjoy the benefits of the lease; but ordinarily without the concurrence of the mortgagee the mortgagor cannot grant a lease which will be binding upon the mortgagee. (2 A.L.J. 294.) This view was not accepted in Calcutta. In 40 C.L.J. 500, following the observations in Ghose on Mortgage (Vol. I, p. 283), it was held that a mortgagor may make a lease conformable to usage and in the ordinary course of management, and the tenancy so created will be binding on the mortgagee. The Conveyancing Act, 1881, expressly authorises a mortgagor to grant leases of the mortgaged property for particular periods (section 18 of the Conveyancing Act, 1881, and section 99 of the Property Act, 1925) In our opinion, it is necessary to provide expressly in the Transfer of Property Act that a mortgagor shall, subject to express conditions in the mortgage-deed, be entitled to grant a lease of the mortgaged property In order, however, to protect the interests of the mortgagee, we propose to provide certain restrictions, mostly taken from section 99 of the Law of Property Act, 1925, with variations suitable to the conditions of this country.

For the reasons stated in the notes under section 60, the word 'payable' should be replaced by the word 'due'. Clause 30 Section 67.

Under the present law the remedy by way of foreclosure is open to a mortgagee in the case of a mortgage by conditional sale and in an English mortgage, as also in anomalous mortgages, by the terms of which the mortgagee is entitled to foreclose. By rule 4 (2) of Order XXXIV of the Code of Civil Procedure, the Courts in India have been empowered, when a suit is brought for foreclosure, to direct a sale in lieu of foreclosure. The discretion conferred by that rule on the Courts has been exercised in different ways, some Courts refusing foreclosure, while others have granted it. We understand that in Allahabad foreclosure decrees are more frequent. As to equitable mortgages by deposit of title deeds also, a different practice prevails in different Courts. In Calcutta and Allahabad the Courts have invariably refused foreclosure in such cases (24 Cal., 348, 14 All., 238), while in Bombay foreclosure decrees are sometimes passed (14 Bom., 269).

The question is discussed by the late Sir Rash Behari Ghose in the 5th Edition of his Law on Mortgage, at p. 32, where he says:

"But although sales take place more frequently now, foreclosure is still a common method of working out the rights of mortgagees in England. I may, however, be permitted to observe that in complicated cases, the rights of the parties can be adequately protected only by a decree for sale; foreclosure being both a cumbrous and dilatory method of procedure When the Transfer of Property Act was under consideration, it was proposed in this country to do away with foreclosure altogether, and to give the mortgagee only the right to realise his security by a sale of the pledge But it was thought by the then Law Member of the Governor General's Council that the amount of simplicity which would be thus gained would not justify the amount of disturbance which would be created by such a change in the law. I, however, venture to doubt whether the slight disturbance which

would have been created by such a law would have been too dear a price to pay for the elegance and simplicity which such a measure would have given us. At any rate the gain to the community would have been sufficient compensation for any possible disturbance. The right of a mortgagee to foreclose, we should remember, naturally grew in England out of the form of an English mortgage, which consists of a transfer of ownership, accompanied by a condition for retransfer upon due payment of the debt, probably the rudest method, as Professor Holland points out, in which security can be given for the fulfilment of an engagement. In many of the States of America, as well as in Ireland, sale is regarded as the most appropriate remedy on a mortgage. The same practice is followed in countries which have adopted the Roman law as the basis of their jurisprudence. In English law, however, the more cumbrous mode of proceeding has stood its ground down to the present day, but it may be affirmed without much temerity that foreclosure with its successive periods of redemption, its liability to be reopened, and the manifest inadequacy of the remedy in complicated cases, is doomed even in England."

In Wilkin on Mortgage Foreclosure, Vol. I, p 5, 3rd Edn. (an American work), it is observed:—

"Strict foreclosure or foreclosure without a sale was a procedure greatly used in England at one time and its purpose was to perfect in the mortgagee an absolute title, instead of to obtain a decree for sale; the Courts in most States recognise this method, but allow its use only in exceptional cases, owing to its severity upon the rights of the owner of the equity of redemption."

We, therefore, consider it desirable to confine the remedy of foreclosure to the case of a mortgage by conditional sale or an anomalous mortgage where, by the express terms of the deed, the parties have stipulated for foreclosure; and to disallow it in all other cases.

Clause 31.
Section 67 A.

While dealing with section 81, we pointed out that it is inequitable to enforce the principle of the consolidation of securities to the prejudice of a mortgagor. When, however, a mortgagee holds several mortgages in respect of the same or different properties, it will be prejudicial to the mortgagor if the mortgagee is allowed to enforce one mortgage and keep the other mortgages alive. In the case of a number of mortgages in which the only remedy open is foreclosure, the disadvantage of the mortgagor will be very marked as he may lose the whole property in satisfaction of one debt, which may be less than the real value of the property, and will be liable to have a personal decree passed against him in satisfaction of the debts under the other mortgages. In the case of mortgages too where the only remedy is sale, the property will never realise its fair and proper value if it be sold subject to another mortgage. Thus, in 25 C W N. 129, where the Calcutta High Court was constrained to hold that the holder of two independent mortgages over the same property, in the absence of a contract to the contrary, was not prevented from obtaining a decree for sale on each of them in a separate suit, it had to add a reservation in the decree that he could not sell the property twice over nor could he sell it under either of the decrees subject to the other. In that case the Court held that the right course to follow in such circumstances was to direct that the property be sold free of both charges, whether in execution of the decree on the first mortgage or of the decree on the second mortgage, and that the balance of the sale proceeds after payment of incidental expenses be applied in discharge

of the dues on the first mortgage and the second mortgage one after the other, and that the residue, if any, stand to the credit of the holder of the equity of redemption. This course, although equitable, is not warranted by any provision of the Act or of Order XXXIV, Civil Procedure Code. To avoid such difficulties, we propose a new section to be numbered section 67 A.

Clause 33.

Section 67 and section 67A deal with the right of a mortgagee against the mortgaged property, while section 68 relates to his right to recover the mortgage-money personally from the mortgagor. Section 68 indicates the circumstances under which the right accrues or the cause of action arises, namely—

Section 68.

(*i*) when the mortgagor binds himself personally to repay the debt,

(*ii*) when the mortgage-security is wholly or partially destroyed or rendered insufficient in consequence of any cause other than the wrongful act or default of the mortgagor or mortgagee,

(*iii*) when the mortgagee is deprived of his security by or in consequence of the wrongful act or default of the mortgagor,

(*iv*) where, the mortgagee being entitled to possession, the mortgagor fails to deliver possession of the mortgaged property or to secure to him the undisturbed possession thereof.

The cases mentioned in clauses (*i*), (*iii*) and (*iv*) are referred to in clauses (*a*) to (*c*) of the present section, while that mentioned in clause (*ii*) is contained in the last paragraph.

But section 68, as it stands at present, deals not only with the cases in which a mortgagee is entitled to sue for the mortgage-money; it also indicates to some extent the persons against whom the suit may be maintained. The opening words of the section are "The mortgagee has a right *to sue the mortgagor* for the mortgage-money." We propose to omit the words "the mortgagor" The reason is that the use of these words has given rise to a doubt as to whether the words "the mortgagee" refer to the mortgagor personally or whether they include his legal representatives or transferees (*See* 27 Mad. L. J. 494 and 39 I. A. 7). As to clause (*i*), being the case where the mortgagor binds himself to repay the sum, no question can arise as to the liabilities of the legal representatives of the mortgagor or his transferees, the word "himself" in that clause clearly indicates that none but the mortgagor can be sued for the mortgage-money in that case. As regards clauses (*ii*), (*iii*) and (*iv*), the legal representative of the mortgagor or his transferee may be liable to be sued personally in some cases, while not in others. It would make the section very cumbrous if we attempted to lay down the different circumstances under which the personal liabilities of legal representatives and transferees arose and the extent of their liability. We have, therefore, considered it desirable to leave these matters alone, as we think that the question in each case should be decided by the general law.

Clause (*c*) of the present section provides that the mortgagor is personally liable when he fails to deliver or to secure to the mortgagee the possession of the property without disturbance by him or "any other person." The words "any other person" are very wide and might include a trespasser. The disturbance of the mortgagee's possession by a trespasser or by a third person with whom the mortgagor was not in collusion should not confer upon the mortgagee a right to sue the mortgagor for the mortgage-money. The words "or any other person" have been held to mean a person claiming

under a title superior to that of the mortgagor (I. L. R. 15 Mad. 304, 19 All 191, 42 Mad. 578). In clause (*b*) above we propose to substitute for the words "any other person" the words "any person claiming under a title superior to that of the mortgagor."

The personal remedy declared by the section is additional and it has been held that it can be pursued by the mortgagee concurrently with his other remedies or even before he proceeds against the mortgaged property or security (17 Mad. 469). Although *prima facie* a mortgagee involves the idea of a loan (I.L.R. 44 Cal. 338, at p. 400), it is essentially a security. In actual practice this concurrent remedy has led to considerable abuse. The mortgagee, with a view to get an increase of interest or other undue advantage by the threat of arrest and imprisonment, may obtain a money decree without proceeding against the property. We, therefore, propose that in the cases mentioned in clause (*c*) and clause (*d*) the mortgagee should exhaust all his available remedies against the mortgaged property before he seeks to pursue the personal remedy against the mortgagor. In cases falling under clauses (*a*) and (*b*) above, such a restriction on the rights of a mortgagee is not called for. The proposed provision will not be inconsistent with Order XXXIV, rule 6, of the Civil Procedure Code, under which, in a mortgage suit, the mortgagee is not entitled to execute the decree personally against the mortgagor till the mortgaged property has been sold and the sale proceeds are found insufficient to pay off the entire mortgage-debt.

We also consider that it should be open to a mortgagee to abandon or relinquish the security, if he chooses to do so, in cases falling under clause (*c*) and clause (*d*) above, if he is anxious to pursue the personal remedy. The mortgagee should not, however, be allowed to relinquish a portion only of the security so as to increase the burden on the remaining portion (I. L. R. 50 Cal. 718). In order to ensure that the relinquishment of the security is complete, it is proposed that it should be made by a registered instrument.

In the case mentioned in clause (*c*) above, the cause of action to sue for a personal decree will arise on the date fixed for repayment. In other cases the cause of action is accelerated and the mortgagee need not wait till the due date has arrived (I.L.R 25 Cal. 450, 15 Mad. 174, 16 All. 318, 20 Bom. 241.) The period of limitation for the enforcement of the personal remedy, if the document be registered, is six years (Art. 116 or 120 of the Limitation Act, 12 Cal. 389, 12 I. A. 12, 34 All. 246). Much longer periods are provided for remedies against property. A suit for the enforcement of the personal remedy may, therefore, have to be instituted earlier than the mortgage suit. In order that such a suit may not be barred by limitation, or struck off for non-prosecution, we propose to provide that it should be stayed till the mortgagee exhausts his remedies against the mortgaged property.

The amendment of section 68 does not necessitate the amendment of Order XXXIV, rule 6, Civil Procedure Code. The rule applies to a mortgage suit and has no application to a suit under this section in which the only decree that can be passed is for the payment of money (I.L.R. 29 Mad. 362).

So also no amendment of rule 14 of Order XXXIV is necessary. In cases where the mortgagee is required to exhaust his remedies against the mortgaged property, the property would be sold before he is allowed to exercise his right for a personal decree against the

mortgagor and the provisions of rule 14 will not come into operation. That rule can only apply to other cases where he is not required to proceed against the mortgaged property first.

In cases in which the mortgage-money is agreed to be paid by instalments or the interest is to be periodically paid, it has been held that a sufficient portion of the mortgaged property may be brought to sale for the amount due. These cases are governed by the express terms of the mortgage-deed (I.L.R. 35 Bom. 327, 42 Mad 813), and are not affected by section 68.

Clause (a) and the last paragraph of section 69 refer to English mortgages. Clause (a), however, relates to an English mortgage which contains an express power of sale, while the last paragraph deals with one which does not contain any such power. In the case of English mortgages dealt with in clause (a) the power of sale is to be exercised in accordance with the procedure prescribed in paragraphs 2 to 4 of the section, whereas in the case of those in the last paragraph the rules contained in sections 8 to 11 of the Trustees' and Mortgagees' Powers Act (XXVIII of 1866) apply. The procedure laid down in section 69 differs from that prescribed in Act XXVIII of 1866 in several particulars. Act XXVIII of 1866 was based on Lord Cranworth's Act (23 & 24 Vict., c. 145) which was repealed by the Conveyancing Act, 1881 (41 & 42 Vict., c. 41). Sections 19 to 22 of the latter statute relate to the exercise of the power of sale by a mortgagee and are now reproduced in sections 101 to 103 of the Property Act, 1925 (15 & 16 Geo. V, c. 20). The provisions of Lord Cranworth's Act were, as pointed out by Fisher on Mortgage (paragraph 875, 8th Edn.), open to the following defects :—

Clauses (a) and (b) of section 69 and section 69 A.

Section 69 and proposed new section 69 A.

"If . . . . the interest on the mortgage be payable half yearly, it seems that the repealed statutory power cannot be exercised till at least eighteen months have expired from the date of the security. The interest must have been in arrear for six months, and six months' notice must have been given; and in the absence of a provision that the notice may be given before the interest has actually fallen into arrear for six months, an exercise of the power depending upon such a notice could hardly be considered safe.

Again, the purchaser's title is protected only where no case has arisen to authorize the exercise of the power, and where no notice has been given. The Act is silent as to an improper exercise of the power after it has arisen, and which is irregular otherwise than by the absence of notice, nor does it protect the purchaser where he is aware of the absence of notice, or of other irregularities; and it gives the person damnified an express remedy in damages only where the exercise of the power was unauthorized; but none where being authorized, it was improperly exercised either for want of notice or otherwise."

These defects are also present in the Indian Act (*cf.* sections 6 to 9 of Act XXVIII of 1866). In England they were removed by sections 19 to 21 of the Conveyancing Act, 1881, corresponding to sections 101 to 103 of the English Property Act, 1925. Paragraphs 2 to 4 of section 69 are also based on these sections of the Conveyancing Act, 1881. We think that the antiquated and manifestly defective procedure in Act XXVIII of 1866, based on an English statute which has long been repealed, should be revised.

In our opinion, English mortgages, whether they contain an express power of sale or not, should all be governed by the provisions of

paragraphs 2 to 4 of section 69 which are based on the existing provisions of the English law. We therefore, propose that section 69, along with clause (*a*), should be recast and the provisions relating to the appointment of a receiver, referred to in the last paragraph of the section, should be the subject of a separate section.

As the Trustees' and Mortgagees' Powers Act, 1866, deals with other matters, such as trusts and leases, besides mortgages, it should not be repealed. In order, however, to make it clear that the Act will no longer apply to mortgages, we propose that the words "notwithstanding anything contained in the Trustees" and Mortgagees' Powers Act, 1866," should be inserted at the beginning of section 68.

We also consider that in all cases where the mortgagee is entitled to exercise the powers of sale under section 69, it is desirable to make provision for the appointment of a receiver. We propose that a new section (section 69 A) should be added on the lines of sections 101 (*iii*) and 109 of the English Property Act, 1925, providing for the appointment of a receiver, the rights and liabilities of such receiver and the procedure to be followed when such appointment is made. At the same time, we think it desirable that specific provision should be made under section 69 A for the following :—

(*a*) unless otherwise provided by the terms of the mortgage-deed, the receiver should be appointed by the consent of both the mortgagor and the mortgagee ;

(*b*) where the parties do not agree regarding the person to be appointed as a receiver, they should have liberty to apply to the Court in a summary proceeding.

We also think it desirable to make provision in the section on the lines of section 34 of the Indian Trusts Act, 1882, enabling the parties or the receiver to apply in a summary proceeding to the Court for its opinion or advice or for directions in matters connected with the management or administration of the mortgaged property.

Clause 98
Section 72.

It is inequitable to confine this section to a mortgagee in possession. With the exception of the provision in clause (*a*) relating to the management of the property and the collection of rents and profits, this section may apply to all mortgagees generally. A mortgagee, whether he is in possession or not, is entitled to spend money for the purposes mentioned in clauses (*b*), (*c*), (*d*) and (*e*), subject, as regards clauses (*b*) and (*c*), to the proviso that he should not be entitled to exercise that right unless the mortgagor is in default. It has been held that if a mortgagee who is not in possession spends money to preserve the property from forfeiture or sale he is entitled to be reimbursed for the money spent (I. L. R 30 Cal. 794). In a Bombay case it was recently held (25 Bom. L. R. 843) that section 72 did not imply that a mortgagee not in possession had no right to charge the mortgaged property for payments properly made by him in relation to his security. Whether a mortgagee is in possession or not, it is to his interest to spend money to preserve his security and he should have a right to do so. We therefore, propose that a mortgagee, though not in possession, should be entitled to spend such money as may be necessary for purposes mentioned in clauses (*b*), (*c*), (*d*) and (*e*), subject to the condition, as to (*b*) and (*c*), that he should not be entitled to do so until the mortgagor is in default.

We also propose to omit the words in the first paragraph of the section, namely, "during the continuance of the mortgage." These words had to be in the original section as the section was confined to a mortgagee in possession. Further, as we propose to amend Order XXXIV of the Code of Civil Procedure so as to entitle the mortgagor to redeem at any time before the sale is confirmed or the foreclosure takes place under the provisions of the Code, these words have to be omitted in order that a mortgagee may be entitled, if occasion arises, to spend such money as may be necessary for these purposes until the sale is confirmed or a final decree for foreclosure is passed.

By the omission of clause (a) from section 72 we do not propose to take away the right of a mortgagee in possession to spend money for the management of the property or collection of the rents and profits. As section 76 relates to a mortgagee in possession, we propose to make provision in that section for the recognition of the right.

In the penultimate paragraph of section 72 it is stated that a sum paid as insurance premium shall be a charge on the mortgaged property, while the second paragraph provides that sums mentioned in clauses (a) to (e) should be added to the principal money. It is not clear whether any distinction is really intended between insurance premia and other necessary costs and charges. The sums payable for insurance ought to be treated on the same footing as those spent for necessary costs and charges. We are, therefore, of opinion that such sums should be added to the principal money and should carry the same rate of interest.

Clause 57. Section 73

The present section deals only with the case where the mortgaged property is sold for the arrears of revenue or rent. There is a conflict of decisions on the point whether the principle underlying the section applies to a case where the mortgaged property is compulsorily acquired under the Land Acquisition Act, 1894. In I. L. R. 16 All, 78, the Allahabad High Court held that a mortgagee had no charge on the amount of compensation awarded for the acquisition of the mortgaged property under the Land Acquisition Act and that the mortgagee ought to have claimed apportionment in acquisition proceedings. A contrary view was taken in I.L.R. 6 Mad. 344, and the Allahabad decision was dissented from in Calcutta and Patna (13 C.W.N. 350, 5 Pat. L. J. 650). It has been held that the compulsory acquisition of a property does not amount to its destruction within the meaning of section 63 and that the property acquired is converted into money (I.L.R. 13 Mad. 321). According to the general principle of 'conversion' on which section 73 is based, the amount awarded as compensation is impressed with the charge to which the land is subject. In England, where money is paid into Court as the proceeds of real estate converted by compulsory powers under Acts of Parliament, as under section 69 of the Land Clauses Consolidation Act, it usually remains in Court subject to the rights of the parties interested in it to have it reinvested in land, and it is considered to be impressed with the quality of real estate (In re Stewart 1 Sm. and G. 32, 1 W. & T. L. C. 393, 8th Edn.). The view taken by the majority of the High Courts is in accordance with the general principle stated above and we propose to give effect to it by the addition of sub-section (2) to section 73.

Section 73 at present provides that a mortgagee has merely a charge on the surplus sale proceeds. The use of the word "charge" appears to us to be unhappy inasmuch as a charge under section 100 relates to immoveable property and is enforced as a simple mortgage.

The procedure for enforcing a simple mortgage obviously does not apply to the enforcement of a claim against a fund. The use of the word also leaves the remedy of the mortgagee uncertain. We, therefore, propose to avoid its use and to provide that the mortgagee shall be entitled to claim payment out of the surplus fund or compensation money payable to the mortgagor as the case may be. In the amended section we have also provided for priorities as in the case of a charge. The mortgaged security being converted into money, we see no reason why the mortgagee should have to wait until the due date, particularly when he can no longer bring a suit to enforce the mortgage.

Clause 38
Section 74 and 75.

These sections are based on what is known as the principle of "subrogation". For reasons stated in the notes in the proposed new sections 92 and 94, we propose to delete these sections.

Clause 39
Section 76.

In clause (*a*) of section 76 it is provided that the mortgagee in possession shall be liable for the payment of Government revenue, other public charges and arrears of rent. If the mortgaged property is leasehold, it is also his duty to pay any rent which may become due during the period of the lease. We propose, therefore, to insert in clause (*a*) the words "and all rent" after the words "charges of a public nature."

In clauses (*b*) and (*d*) of the section the term "rents and profits" is used, while in clause (*c*) the word "income" is used. In clauses (*h*) and (*i*) and also in section 77 the word "receipts" is used. In our opinion the use of these different terms is appropriate in regard to the context in which they are used and they are in contradistinction to one another. Government revenue, public charges and rent are always paramount charges on immoveable property and the failure to pay them renders the property liable to be sold. The liability of a person in occupation of the property, including a mortgagee in possession, is commensurate with his right to enjoy the income of the property. In clause (*c*), therefore, it is provided that in the absence of a contract to the contrary it is the primary duty of a mortgagee in possession to pay the aforesaid dues out of whatever income he may realise from the property. He cannot claim any deduction until these liabilities are satisfied. In clause (*d*), however, the term "rent and profits" is used to indicate that a mortgagee is liable to make necessary repairs to the property out of the balance of the actual realisations from the property after deducting therefrom the payments mentioned in clause (*c*) and the interest on the principal money. He is not bound to spend money on repairs out of his own pocket (I.L.R. 15 Mad. 220) Clause (*h*) refers to the manner in which the account he is bound to keep under clause (*g*) is to be taken. Under clause (*g*) he is to keep a clear, full and accurate account of "all sums received." Clause (*h*) provides how the balance of the sums received by a mortgagee after deducting outgoings mentioned therein is to be debited towards the payment of the mortgage-money. The clause properly uses the term "receipts" and shows that they are to be actual and gross realisations. In clause (*i*), the words "gross receipts" are used. This phrase was quite appropriate with regard to the fact that no provision was made in clause (*h*) for deducting expenses incurred for the management of the property or the collection of the rents and profits. Now that this provision has been made in clause (*h*), it is unnecessary to retain the word "gross" in clause (*i*). The same has been accordingly omitted

The words "on the mortgage-money" after the words "on account of interest" in clause (*h*) are ambiguous As defined in section 58, the word "mortgage-money" includes both principal and

interest. Where the mortgage-deed provides for the payment of simple interest only, the word "mortgage-money" in this clause might indicate compound interest. In our opinion the words "on the mortgage-money" should be omitted. The word "interest" by itself is sufficient to shew that according to the terms of a particular mortgage-deed it will be calculated as simple or compound as the case may be.

In section 72, we have proposed the omission of clause (a) which relates to a right of a mortgagee to spend money for the management of the mortgaged property and the collection of rents and profits. In our opinion the inclusion of the clause in that section was not appropriate, particularly as money spent for the purposes mentioned therein is to be added to the principal. We do not think that money spent for management of the property or the collection of rents and profits should be treated as an accretion to the principal. In our opinion, as in the case of payments mentioned in clauses (c) and (d) of section 76, money spent for management or the collection of rents and profits should be treated as outgoings (*See* Ghose on Mortgage, Vol II, p. 805, 4th Edn.). In England, such expenses are treated as "just allowances" (*see* Seton on Decrees, Vol. III, p 1976). We, therefore, propose to provide in clause (ā) of section 76 that the expenses of management and collection of rents and profits should be deducted out of the receipts of the mortgagee in possession along with other outgoings mentioned therein. We thereby also give effect to the right of a mortgagee in possession to incur such expenses. A right to recover such money accrues to him only in making deductions from the receipts, while taking accounts under clause (h)

In spite of the provisions in clause (i) that after the tender or deposit by the mortgagor, the mortgagee must account for his receipts or gross realisations, it has been held in I. L. R. 47 Mad p. 7, that it was open to a mortgagee to deduct any sum which he may have properly incurred in respect of the mortgaged property even after such tender or deposit. In our opinion, this view is not correct. After the amount due in respect of the mortgage has been properly tendered or deposited in Court, it should not be open to a mortgagee to add any sum to the mortgage-money. We, therefore, propose to provide in clause (i) that a mortgagee shall not be entitled to deduct any amount from the receipts on account of any expenses incurred after the date of the tender or deposit

Section 79.—Section 79 is based on the dissenting judgement of Lord Cranworth in *Hopkinson* v. *Holt* (5 H. L. C. 514). The majority of the judges held in that case that the first mortgagee should be postponed in respect of any advances made by him after notice of a subsequent incumbrance. The principle on which the majority judgment is based is that the prior mortgagee has the option to make or refuse to make any further advance and, although he may have agreed to do so, no specific performance of such an agreement could be obtained [(1892) 1 Ch. 271, 12 Bom. 242]. He should not, therefore, be permitted by any voluntary addition to the amount of his advance to affect the rights of the subsequent incumbrancer who acquires his security on the property as it exists. On the other hand, as pointed out by Lord Cranworth, mortgages are but contracts and, when once the rights of parties under them are defined and understood, it is impossible to say that any rule regulating their priority is unjust. His Lordship observed "if the Law is once laid down and understood, that a person advancing money on a second mortgage,

with notice of a prior mortgage covering future as well as present debts, will be postponed to the first mortgagee, to the whole extent covered or capable of being covered by the prior security, he has nothing to complain of."

In their report dated 20th May, 1870, the Law Commissioners observed that the dissenting view of Lord Cranworth in *Hopkinson* v. *Rolt* was more just than the view taken by the majority of the Judges. However, the majority view prevailed in England [*West* v. *Williams* (1898) 1 Ch. 488, C. A. (1899) 1 Ch. 132], but in 1924 the Property Law (Amendment) Act provided that a prior mortgagee may tack further advances to his original advance and claim priority to subsequent incumbrances in the following cases:—

(i) if further advances are made by arrangement with subsequent mortgagees to that effect;

(ii) if they are made without notice of the subsequent mortgages;

(iii) if they are made in pursuance of an obligation covenanted in the prior mortgage, it being immaterial whether at that time the prior mortgagee had or had not notice of subsequent mortgages.

These provisions are reproduced in section 94 of the Property Act, 1925. In our opinion, therefore, the section does not require amendment.

Clause 40. *Section 80.* As the principle of 'tacking' is akin to subrogation, we propose to number section 80 as section 93, so as to place it after the section which relates to subrogation.

Clause 41. *Section 81.* Section 81 deals with the marshalling of securities. It appears from the proceedings underlying Act IV of 1882 that the section is based on the following passage in Fisher on Mortgage (Art. 1356, p. 684, 5th Edn.):—

"If the owner of two estates mortgaged them both to one person, and then one of them to another, without notice, the second mortgagee may insist, under the doctrine of marshalling, but without interfering with the rights of the former, that the debt of the first shall be satisfied out of the estate not mortgaged to the second, so far as that shall extend."

Like section 56 this section provides for marshalling when there are "two properties only". It is also restricted to a case when the second mortgagee intends to marshal the securities. It does not provide for the case of more than two properties nor for the case where the property has been mortgaged more than twice and a mortgagee subsequent to the second mortgagee desires to marshal the prior securities. We propose to widen the scope of the section by providing that it should apply to cases where there are more than two properties and to all subsequent mortgagees generally.

The section also requires that, in order that a subsequent mortgagee should be entitled to have the securities marshalled, it must be shown that he had no notice of the prior mortgage (I.L.R. 23 Cal. 790) This condition appears to have been based on the observations of Lord Hardwicke in *Lancy* v. *Duke of Athol* (2 Atk 446) In later English decisions this condition was held to be unnecessary In *Gibson* v. *Seagrim* (20 Beav. 614) Lord Romilly remarked that the rule of marshalling was independent of the question whether the subsequent mortgagee had notice of the prior mortgage or not. [*See also Flint* v. *Howard* (1893) 2 Ch. 54, 73.] In India also, in cases where th Transfer of Property Act did not apply, it was held that a subsequent

mortgagee could marshal the securities even though he had notice of the prior mortgage (I.L.R. 18 Bom. 180, 22 Bom. 304). As stated in the leading case of *Aldrich* v. *Cooper* (1 W. & T.L.C., at p. 38), the principle of "marshalling" is that it shall not depend upon the will of one creditor to disappoint another and that equity intervenes to restrain the first creditor from resorting to the security of the subsequent creditor, until the other, which he alone possesses, is exhausted. Thus, according to the correct application of the principle, the question of notice of the prior mortgage to the subsequent encumbrancer is immaterial. Further, the words "not so as to prejudice the rights of the first mortgagee" are sufficient to prevent any injustice being done to the prior mortgagee. We, therefore, propose that the words "who has not notice of the former mortgage" should be omitted.

It is well established that in order that the doctrine of "marshalling" can be applied, there must be two funds or securities, both originally the property of the same owner, and the debts must be the debts of the same person [*Ex parte Kendall* (1811) 17 Ves. 520, 1 W. & T.L.C. 48, Halsbury's Laws of England, Vol. 21, p. 304]. Neither in England nor in this country has the doctrine been extended to a case where only a portion of the property already mortgaged is subsequently sold or mortgaged. If the prior mortgagee is forced to have recourse to a portion of the mortgaged property for the recovery of his money, it may be that both he and the mortgagor will be prejudiced, and the sale of the property in portions will not realise an adequate price. We do not, therefore, consider that it will be safe to extend the doctrine of marshalling to such a case.

We propose to omit the word "valuable" before the word "consideration" in the concluding portion of the section. The Indian Law does not recognise any distinction between good and valuable consideration (*see* section 25 of the Indian Contract Act, Pollock and Mulla's Contract Act, p. 34).

This section enunciates the rule of contribution, where several properties are mortgaged. In our opinion, the principle of contribution ought to cover a case not only where several properties are mortgaged, but where the mortgaged property is subsequently subdivided into distinct and separate portions, the liability of the co-sharers being distinct and several and not joint. This question was raised in I.L.R. 26 Mad. 686, but was not decided. In some cases it has been held that when the title becomes severed after the mortgage either by the death of the mortgagor or by the sale of the shares in the property by the mortgagor, the rule of contribution applies (*see* 1 All. 455, 20 Bom. 615, 21 Cal. L.J. 101, 43 All. 589). We propose to amend the section to make this point clear. Clause 42 Section 81.

There is also some difference of opinion as to whether for the purposes of contribution the value of the different properties or the portions of one property should be calculated as at the date of the original mortgage or at the date of the subsequent transfer. In some cases it has been held that valuation is to be made as at the date of the mortgage irrespective of the price that may have been paid by the purchaser (*see* 12 C.W.N. 107, 745, 27 All. 548). In a Bombay case, however, the valuation at the date of the sale was adopted (I.L.R. 26 Bom. 88). We propose to provide that the value taken shall be the value as at the date of the original mortgage. This rule

has the support of the Judicial Committee who, in assessing contribution to a decree for mesne profits, assessed liability at the date of the decree (L.R. 31 I.A. 94).

Following the reasons for the similar amendment in section 81, in the last paragraph of the section the word "subsequent" has been substituted for the word "second" before the word "mortgagee".

Clause 43. *Section 83.* In addition to the remedies open to a mortgagor for redemption by tender out of Court or by a suit, this section provides a summary procedure for redemption. The section is a survival of the repealed Bengal Regulations I of 1798 and XVII of 1806. Deposit made under this section has all the effects of a valid tender, and the withdrawal of the deposit by the mortgagee has the effect of discharging the mortgage (I.L.R. 17 Mad. 207). According to the rules framed with reference to the section by the High Courts of Calcutta, Madras and Bombay, the mortgagee, before he is entitled to draw the money, may be required to file all documents of title that are in his possession and also a draft re-conveyance or an acknowledgment as he would be required to do under section 60. In the absence of an express provision similar to that in the first paragraph of section 60, the validity of these rules has been doubted (*see* Shephard and Brown, Transfer of Property Act, p. 352, 7th Edn.) The proposed amendment is intended to remove this doubt.

Clause 44. *Section 84.* Section 84 provides for the cessation of interest after a tender or a deposit. As a tender, if refused, is generally followed by a deposit, the case of a deposit without a previous tender ought to be distinctly mentioned. In I.L.R. 42 Mad. 619 it was held that if, after a reasonable time, the mortgagee who has notice of a proper deposit, refuses to take the deposit, there is still a presumption that the mortgagor continues ready and willing to pay, and the interest does not run even if the mortgagor withdraws the deposit. In our opinion this view is not correct. It is obviously unreasonable that interest on the mortgage debt should cease to run if the mortgagor withdraws the deposit and derives benefit from the money withdrawn. We propose to add a proviso to the first paragraph of the section making it clear that where the mortgagor has deposited the amount without having made a previous tender thereof and has subsequently withdrawn the same or any part thereof, interest on the principal money shall be payable from the date of the withdrawal.

In para 3, we also propose to make it clear that if the mortgage-deed provides that reasonable notice before payment of tender of the mortgage-money is to be given to the mortgagee, the provisions of this section will not apply till such notice has been given.

Clause 45. *Section 91.* Section 91 specifies persons who, in addition to a mortgagor, are entitled to redeem. Clauses (*a*) and (*b*) can be suitably combined in one clause. Clauses (*d*) and (*e*) are superfluous, and, in our opinion, should be omitted.

An attachment does not create any interest such as a charge or a loan in the property attached (I.L.R. 29 Cal. 426, 32 Mad. 429), and there is no reason why an attaching creditor should have the right of redemption. We, therefore, propose to omit clause (*f*).

Clause 46. *Proposed new section 92.* As stated before, sections 74 and 75 of the Act are based on what is known as the principle of subrogation. The principle can come into operation either by act of parties, *e.g.* by assignment of the debt, or by operation of law, but, technically, the term "subrogation" is confined to cases where the right arises by operation of law. In

Roman Law, a creditor, who lent money to the debtor for the purpose of paying off a mortgage on condition that he was to be substituted in the place of the mortgagee, was entitled to claim the benefit of the security discharged with his money (*see* Domat's Civil Law, section 1774; *see* also Hunter's Roman Law, pp. 441 and 443); and this right has been recognized in all modern systems derived from Roman Law. Section 74 is confined to the case when a subsequent mortgagee pays off a prior mortgagee. The rule contained in the section is really covered by section 75, but both those sections apply only to the case of a subsequent mortgagee. The principle of subrogation, however, ought to apply generally to all cases other than those of a mortgagor who pays off his own debt or of a mere volunteer. In *Bimeswar Prasad v. Lala Sarnam Singh*, 5 C.L.J. 134, at pp. 137-38, it is observed as follows:—

"The doctrine of subrogation is a doctrine of equity jurisprudence. It does not depend on privity of contract, express or implied, except in so far as equity may be supposed to be imported into the transaction, and thus raise a contract by implication. It is founded on the facts and circumstances of each particular case, and on the principles of natural justice. While, therefore, the doctrine will be applied in general wherever any person other than a mere volunteer pays a debt or a demand, which in equity or good conscience should have been satisfied by another, or where the liability of one person is discharged out of a fund belonging to another, or where one person is compelled for his own protection or that of some interest which he represents, to pay a debt for which another is primarily liable, or wherever a denial of the right would be contrary to equity and good conscience, the doctrine will never be permitted, where the application of it would work injustice to the rights of those having equal or superior equities."

In our opinion, all persons who have an interest in the mortgaged property or in the right of redemption, except the mortgagor, that is, all those who are referred to in section 91 as having the right of redemption, should be entitled to be subrogated to or substituted in the place of the creditor who is paid off. We think proper to omit sections 74 and 75 and to provide in this new section 92 for the principle of subrogation.

A surety is obviously entitled to be subrogated to the rights of the creditor if he pays him off. To use the argument of Sir S. Romilly in *Craythorne v. Swinburn* (14 Ves. 160, at p. 162) "a surety will be entitled to every remedy which the creditor has against the principal debtor to enforce every security and all means of payment; to stand in the place of the creditor, not only through the medium of contract, but even by means of securities entered into without the knowledge of the surety, having the right to have those securities transferred to him, though there was no stipulation for that; and to avail himself of all those securities against the debtor." The same principle has been incorporated in sections 140 and 141 of the Indian Contract Act, 1872.

The right of a co-mortgagor or one of several joint debtors to be subrogated to the security of the creditor, so as to enable him to recover from his co-debtors by means of such securities their proportionate shares of indebtedness which has been discharged by him, rests upon the same equity as that of a surety or any other person entitled to redeem the mortgage; for each joint debtor is regarded as the principal debtor for that part of the debt which he ought to pay and as the surety for his co-debtors as to the part which ought

to be discharged by them (*see* Ghose on Mortgage, Vol. I, p 371, 5th Edn.).

It cannot, however, be laid down as a general rule that a person merely discharging a debt is entitled to the benefit of the mortgage. Obviously, a mortgagor himself who is liable to pay a debt contracted by him, or the transferee from such a mortgagor who has undertaken the liability, cannot claim the right of subrogation; nor can the application of the principle be invoked in favour of a mere volunteer (I L.R. 32 All. 25). As stated in Ghose on Mortgage, Vol. I, p 364, 5th Edn, the real question in all such cases is whether the payment made by a person who is not in any way interested in the mortgaged property or the right of redemption was a mere loan to the debtor on his personal security, or whether it was made under an agreement that he should be substituted for the creditor. Although in most cases a Court may presume such an agreement, we think it desirable to provide that such an agreement must be reduced to writing and must be registered.

In order to avoid any complication and the difficulty of apportioning the claims arising from subrogation, the Courts have held that a right of subrogation does not arise till the whole of the mortgage debt is paid off (I.L.R 26 Cal. 183, 38 All. 502). We, therefore, propose to provide in the last paragraph of section 92 that the right of subrogation shall not be claimed unless the mortgage in respect of which the right is claimed has been redeemed in full.

Clause 46 — *contd. Section 93.*

As the principle of "tacking" is closely allied to subrogation, we propose to put section 93 as section 93.

Clause 46 — *contd. Proposed new section 92.*

Section 75 and Order XXXIV, rule 11, of the Code of Civil Procedure embody partly the principle of subrogation and partly the principle expressed in the phrase "redeem up and foreclose down." We have transferred to section 92 so much of section 75 and of Order XXXIV, rule 11, as relates to the doctrine of subrogation and embodied in a new section so much of the section and rule as relate to the conception of "foreclosing down." As this is a rule more of substantive law than of procedure, its proper place is in the Transfer of Property Act and not in the Code of Civil Procedure. We, therefore, propose to omit section 75 and to repeal Order XXXIV, rule 11. As this doctrine is akin to the doctrine of subrogation, we have placed it after section 92.

Clause 47. *Section 95.*

Section 95 gives a co-mortgagor redeeming the mortgagee a charge on the shares of other co-mortgagors in the mortgaged property for expenses incurred by him in redeeming the mortgaged property and obtaining possession thereof. The section has been based on the observations in Macpherson's Law of Mortgage in Bengal and the N. W. Provinces 5th Edn, p. 145. It is difficult to understand why the words "obtains possession thereof" are inserted in this section. In I L.R. 11 Mad. 316 the Madras High Court observed that the section gave the redeeming co-mortgagor two rights, (1) a right to obtain possession and (2) a charge on the interests of his co-mortgagors. In I L.R. 28 All. 227 the Allahabad High Court held that the words were only applicable if the mortgagee is in possession. In *Malik Ahmad Wali Khan* v. *Mussammat Shamsi Jahan Begum* L.R. 33 I.A. 81, their Lordships of the Privy Council observed as follows:—

"The section might be so strictly construed as to limit its operation to mortgages under which possession passes, and, therefore, on redemption properly re-passes. But it seems to their Lordships more reasonable to construe the section distributively, to make the

condition of obtaining possession apply only to the cases in which its fulfilment is from the nature of the mortgage possible and in other cases to make the charge follow upon redemption."

In view of the above observation, the reference to the recovery of possession in the section seems undesirable and we propose that it should be omitted. Moreover, as in the proposed section 92 a co-mortgagor is allowed the right of subrogation, we are of opinion that instead of providing for a separate charge for the costs of redemption it will be better if it is provided that a co-mortgagor can add such costs to the mortgage-money and recover them from other co-mortgagors in proportion to their shares in the property. We have amended the section accordingly.

As stated in the notes under section 58, the definition of an anomalous mortgage is included in that section. In our opinion, this section should be confined to the rights and liabilities of parties to these mortgages. Clause 43. *Section 98.*

Section 100 defines a charge, and the latter part of the section provides that all provisions relating to a mortgage and sections 81 and 82 shall apply in the case of charge. This does not clearly show what exactly are the rights and liabilities of a charge-holder. It is true that a charge is distinguishable from a mortgage in that it does not amount to transfer of any interest in the property subject thereto (*see* Ghose on Mortgage, Vol. I, p. 110). We think it would be desirable to provide that the rights and liabilities of the parties in the case of a charge should be similar to the rights and liabilities of parties to a simple mortgage, as a charge resembles a simple mortgage more than any other kind of mortgage. A charge holder, like a simple mortgagee, has only a right to bring the mortgaged property to sale; he cannot have a right of foreclosure (*see* Order XXXIV, rule 15 of the Civil Procedure Code). Clause 44. *Section 100.*

As a charge does not involve the transfer of an interest in the property subject thereto, it has been held that it cannot be enforced against a transferee for consideration without notice (I. L. R. 9 All. 581, 13 All. 28, 33 Cal. 935, 42 Cal. 849, and 19 C. W. N. 37). The contrary view was taken in some cases where a charge was created by a decree (2 All. 162, 28 All. 665 and 38 All. 254). The former view appears to us more consistent with equity.

As charges created by the operation of law or by a decree will not necessarily be registered it is desirable to protect transferees for consideration without notice and provide that a charge will not be enforced against them.

Section 101 relates to the principle of "merger" and provides that if a mortgagee or charge-holder of property acquires the interest of the mortgagor or the owner, his own mortgage or charge is extinguished, unless he expressly reserves the continuance of such mortgage or charge or unless such continuance is held to be for his benefit. As stated in an American case, "the doctrine of merger springs from the fact that when estate equitable and legal estates are united in the same person there can be no occasion to keep them distinct, for ordinarily it could be of no use to the owner to keep up a charge upon an estate of which he has been seized in fee simple. But if there is an outstanding or intervening title, the case is different. It has, therefore, been expressly enacted in America that a mortgage is never merged if there is an outstanding incumbrance" (Jones on Mortgage, Vol. II, pp. 401 to 403, 7th Edn.). In *Tenbroeck* v. *Storer* (3 Mer. p. 210), it is held that the purchaser of an equity of redemption with notice of subsequent incumbrances stands in the same Clause 49. *Section 101.*

situation as if he himself had been the mortgagor, and cannot set up against such subsequent incumbrances either a prior mortgage of his own or a mortgage which he may have paid off. A purchaser of the equity of redemption can easily take steps to defeat the effect of Toulmin's case by simply stating that the original debt paid off subsists for his benefit. The rule in Toulmin's case has been embodied in the present section 101, but decision in that case has been more than once questioned in English Courts (*See* 2 W. & P. L. C., p. 49, 8th Edn.). In *Thorne* v. *Cann* (1895) A. C. p. 11, Lord Herschell observed with regard to Toulmin's case as follows:—

"A case which has certainly not met with universal acceptance and it has often been commented upon and criticised adversely."

In the same case Lord Macnaghten said:—

"The authority of that case cannot now-a-days be treated as going beyond the actual decision."

In several cases the Privy Council has laid it down that in each case it will depend on the intention of the parties whether a particular charge or incumbrance was extinguished or subsisted (16 I. A. 62, 11 I. A. 126, 29 I. A. 9 and 38 I. A. 68) In *Gokuldoss* v. *Sundar*, 11 I. A. 126, at p. 133, Sir Richard Couch, after reviewing the Indian decisions on the point which followed the rule in Toulmin's case, observed:—

"The doubts as to that case (*Toulmin* v. *Steere*) or the propriety of introducing the doctrine of it into India as a rule of justice, equity, and good conscience, do not seem to have been considered by the High Court at Calcutta or Bombay."

The doctrine of *Toulmin* v *Steel* is not applicable to Indian transactions except as the law of justice, equity, and good conscience. And if it rested on any broad intelligible principle of justice it might properly be so applied. But it rests on no such principle. If it did it would not be excluded or defeated by declarations of intention or formal devices of conveyancers, whereas it is so defeated every day. When an estate is burdened by a succession of mortgages, and the owner of an ulterior interest pays off an earlier mortgage, it is a matter of course to have it assigned to a trustee for his benefit as against intermediate mortgagees to whom he is not personally liable."

"In India the art of conveyancing has been and is of a very simple character. Their Lordships cannot find that a formal transfer of a mortgage is ever made, or an intention to keep it alive ever formally expressed. To apply to such a practice the doctrine of *Toulmin* v. *Steere* seems to them likely, not to promote justice and equity, but to lead to confusion, to multiplication of documents, to useless technicalities, to expense, and to litigation."

In a recent case in *Muhreddi Ayyareddi* v. *Gopala Krishnayya*, I. L. R. 47 Mad. 190, the Privy Council has again remarked as follows:—

"It is now settled law that where in India there are several mortgages on a property the owner of the property subject to the mortgages may, if he pays off an earlier charge, treat himself as buying it and stand in the same position as his vendee, or to put it in another way, he may keep the incumbrance alive for his benefit and thus come in before a later mortgagee."

We propose to give effect to the long course of decisions both in England as well as of the Judicial Committee referred to above. It may generally be taken to be the intention of a creditor, and to his benefit, to keep his own incumbrances, as well as those which he has

paid off, alive against subsequent incumbrances. We propose accordingly to amend the present section.

Section 102, which relates to the service of notice on or tender to an agent of a mortgagee allows the mortgagor to apply to the Court for direction if the mortgagee or his agent cannot be found *in the district* in which the mortgaged property is situate. Even if the mortgagor knows the mortgagee or his agent's whereabouts outside the district, the section allows him to apply to the Court. The third paragraph also contains a similar provision as regards tender. We think that unless the whereabouts of the mortgagee or his agent are *entirely* unknown to the mortgagor or unless the mortgagee or his agent cannot be found *anywhere*, the mortgagor should not be entitled to apply to the Court for direction. We propose to omit the words "in the district" in paragraphs 2 and 3 of the section. In paragraphs 2, we propose to make it clear that the application for the service of notice shall be made to the Court in which the deposit has been made and not to any other Court. In paragraph 3 we propose to make it clear that the deposit is to be made in the Court in which a suit for redemption could be filed. Clause 51. *Section 102.*

To correct a mere clerical error we propose to insert the words "on or by" after the words "such notice may be served". The latter part of the section has been omitted as being unnecessary. Clause 52. *Section 103.*

It has been held both in England and in India that, in the case of notice to quit, service by post is a recognized mode of service [(1906) 2 K B 82, I L R 46 Cal., 458]. We, therefore, propose to make an addition to the second paragraph of section 106 that notice under the section may be sent by post to the party who is intended to be bound by it. Clause 53. *Section 106.*

As in the case of sale and mortgage, we propose to provide in this section that all leases of immovable property shall be registered. We think, however, that an exception must be made in the case of leases from month to month or for any term not exceeding one month. The power of Local Governments to except particular leases from compulsory registration is, however, preserved. Clause 54. *Section 107.*

There has been a difference of opinion whether a lease should be executed by both the lessor and the lessee or need only be executed by one of them. The Allahabad High Court hold to the view that a lease must be by deed signed by the lessor and that a unilateral document executed by a lessee alone does not constitute a lease (I L R., 26 All. 385, 27 All. 129, 31 All 276). This view was taken by the Madras and Calcutta High Courts in the earlier cases (I.L.R. 30 Mad. 322, 32 Mad. 532, 14 C.W.N. 73), but was abandoned in Madras in 35 Mad. 95 and in Calcutta in 32 Cal. 1016. The Rangoon and Bombay High Courts adopt the Allahabad view (3 Ran. 379, 27 Bom. L R. 628). It is desirable that a lease containing, as it usually does, covenants both on the part of the lessor and lessee, should be executed by both the lessor and the lessee. The first paragraph of the proposed new section 107 introduces this requirement.

The use of the words "during the continuance of the lease" in section 108, sub section (h), has given rise to a conflict of judicial opinion (I.L.R 38 Mad. 710 and the cases considered there). In English law the 'time of removal' is not certain "It has been said to extend 'to such further period of possession by the tenant as he holds the premises under a right, still to consider himself as tenant', or as he holds them 'in the capacity of a tenant'—a period Clause 55. *Section 108, sub-section (h)*

which has been described *as an exercise* or an *enlargement* of the term. It has also been said that possibly this may intend a tenancy at sufferance, but at any rate not after the landlord has determined it by a re-entry, or by the issue of a writ in ejectment" (Foa on Landlord and Tenant, p. 784, 6th Edn.). We think it desirable to remove all uncertainty regarding the tenant's right of removal. We think it would be consistent with justice if the tenant is allowed to remove his fixtures so long as he is in possession of the property even though the tenancy has come to an end. This would make the period certain, and it is immaterial whether the tenant vacates voluntarily or is compelled to vacate by process of law. The landlord does not suffer, because if the tenant is in wrongful possession, the landlord will be entitled to damages. If the tenant is in rightful possession, he obviously ought to have the right to remove his fixtures. In either case the certainty of the period would work less hardship than the present uncertainty.

It may be said that a dishonest tenant may take advantage of the proposed rule and keep the landlord out of possession for an indefinite period. But such a tenant can do so whether he has fixtures or not, and in either event the landlord has his remedy in damages.

Clause 55 — *cont.*
Section 108, sub-section (e).

Sub section (*e*) of section 108 provides that the lessee must not fell timber or pull down or damage buildings, but does not make a distinction between timber or buildings belonging to a lessor and those belonging to a lessee. To make this point clear we propose to add the words "belonging to a lessor" after the word "buildings".

Clause 56
Section 111, clause (g)

Clause (*g*) of section 111 relates to the determination of a lease by forfeiture and provides for two cases in which forfeiture can be enforced. Under sub head (1) forfeiture can be enforced—(*a*) if the lessee breaks an express condition in a lease which provides that on its breach the lessor may re-enter, and (*b*) if the lessee breaks an express condition on the breach of which the lease shall become void. The provisoe under (*b*) is not in accordance with the well established principle of English law that a lessor cannot re-enter on the breach of any condition in a lease unless there is an express stipulation to that effect. The same view has been followed in India (I.L.R 17 Cal. 825). The words in clause (*g*) "or the lease shall become void" should therefore be omitted.

Section 111, as it stands, does not provide for the case of forfeiture by reason of the adjudication of the lessee as insolvent. It is provided by section 12 *inter alia* that where property is transferred subject to a condition making any interest therein reserved or given to or for the benefit of any person, to cease on his becoming insolvent, such condition is void. At the same time it is provided in the second paragraph of the section that nothing therein contained applies to a condition in a lease for the benefit of the lessor or those claiming under him. The result is that if a lease contains a condition that on the lessee becoming insolvent the lease shall determine, the condition is valid. Such a condition would not, however, operate as a determination of the lease or have the effect of forfeiture under section 111 as it now stands. It is, therefore, desirable to make express provision that if the lessee is adjudicated an insolvent and the lease provides that a lessor may re enter on the happening of that event, the lease is determined by forfeiture.

Under sub section (*g*) of section 111, which provides also for forfeiture in the case of the denial of the lessor's title, it has been

held that the lessor must do something shewing his intention to determine the lease before actually filing a suit for ejectment (I.L.R. 47 All. 348, 45 Cal 463). As there has been some difference of opinion whether the mere institution of a suit amounts to such an act (I.L.R. 42 Bom 195) it is necessary to clear up the point. Before a suit in ejectment is filed, the lessee must know that the lessor has decided to determine the lease and does not waive his right to do so.

Clause 57, Proposed new section 114 A.

As the Transfer of Property Act stands, the only case in which relief against forfeiture is provided for is non-payment of rent—in section 114 of the Act. Considerable hardship has been caused in cases where forfeiture accrues on breach of an express condition which provides that on breach thereof the lessor may re-enter, although the breach may be capable of easy remedy. This defect does not exist in the English law where there was provision made by the Conveyancing Act of 1881 for relief against forfeiture in such cases. These provisions of the Conveyancing Act are reproduced in the English Law of Property Act, 1925, section 146. We think it desirable that similar provisions, suitable to Indian conditions, should be introduced in the Transfer of Property Act, and we have accordingly added section 114 A.

Clause 59, Section 119.

This section relates to the rights of a party deprived of the thing received in exchange, but does not provide for the rights of transferees from such party. We propose to amend it on the lines of section 109 of the Indian Contract Act.

Further, the section, as it stands, gives a right to the transferee to claim compensation or the return of the thing transferred by him. Obviously, the thing transferred by him cannot be returned to him unless the other party is in possession of it. To provide for this we have at the end of the new section added the words "if still in the possession of such other party".

Clause 59, Section 123.

The scope of this section is made clear by the addition of the word "liabilities" after the word "debts". A donee should be liable to the extent of the property in his hands not only for the debts of the donor, but also for his other liabilities (Hunter's Introduction to Roman Law, p. 150).

Clause 60, Section 129.

Apart from the provisions of section 123, section 129 saves all rules of Hindu and Buddhist law relating to gifts. The provisions of Chapter VII relating to gifts are based on general principles and do not conflict with the rules of Hindu or Buddhist law. The Government of Burma does not object to the omission of the word "Buddhist" from the section. We propose to omit the reference to Hindu and Buddhist law.

Clause 61, Section 130.

The words "notwithstanding anything contained in section 123" were inserted in the section by the Transfer of Property (Amendment) Act, XXXVIII of 1926. The object was to give effect to representations made by insurance companies that it involved considerable hardship when a gift was to be made of a life policy, as, under section 123, such a gift could only be made by a registered instrument. Doubts, however, have arisen whether these words applied to a gift of an actionable claim by a Muhammadan. In a recent Bombay case it was contended that the words applied only to those cases where, prior to the amending Act, a gift of movables was required to be effected by a registered instrument under section 123; and, as section 123 did not apply to a Muhammadan gift, those words did not apply to Muhammadan gifts. This view was given effect to by the High Court of Bombay. We do not think it desirable that a gift of an

actionable claim by Muhammadans should be exempted from the operation of the present rule which requires a writing in the case of a gift of an actionable claim. In fact, in a large majority of cases a gift of an actionable claim is in fact made by a writing, as in the case of gifts of life policies. To remove the doubt caused by the words "notwithstanding anything contained in section 123" we propose to omit them and insert instead the words "whether with or without consideration" after the words "The transfer of an actionable claim."

Clause 68. In this clause the provisions of the Bill which are not to have retrospective operation are specified.

THE TRANSFER OF PROPERTY (AMENDMENT) SUPPLEMENTARY BILL.

[THE MARRIED WOMEN'S PROPERTY ACT (III OF 1874).]

Clause 2, Section 8 Section 10 of the Transfer of Property Act embodies what is known as the principle of 'restraint on anticipation.' Before sections 4 and 44 of the Indian Succession Act, 1865, were enacted, under the Common Law the property of a woman became, on her marriage, the property of her husband, but property could be separately settled on her by means of the intervention of trustees. The Married Women's Property Act, 1874, provided that she could hold her wages and earnings as separate property. Section 8 of that Act, which relates to post-nuptial debts of married women, provides that if any person enters into a contract with a married woman possessed of separate property on the faith of being satisfied out of that property, such person is entitled to sue and to the extent of the separate property to recover what he might have received if she had been unmarried. Section 10 of the Transfer of Property Act, 1882, provides that property can be transferred to a married woman restraining her from alienating or charging it during coverture. The question, therefore, arises whether a creditor of a married woman having property which she is restrained from alienating has a right to enforce his claim against it by virtue of section 8 of the Married Women's Property Act; in other words, whether that section has been affected by the provision in section 10 of the Transfer of Property Act. In a Calcutta case (I. L. R. 13 Cal. 522), the question was answered in favour of the creditor and the view was expressed that section 10 of the Transfer of Property Act left untouched the provision in the Married Women's Property Act. This view was doubted in Bombay (I. L. R. 11 Bom. 348) and was not followed in Madras (I. L. R. 30 Mad. 378). It was correctly pointed out in the Bombay case that section 8 of the Married Women's Property Act was not intended to make a condition as to restraint on alienation invalid if it was valid under the Transfer of Property Act. It only declares the liability of a married woman for a debt contracted after marriage to be the same as for a debt contracted before marriage; it does not declare that her property subject to restraint is liable as if she were unmarried. To make this point clear, we propose to introduce an exception in section 8 of the Married Women's Property Act in conformity with the provisions of section 10 of the Transfer of Property Act, 1882.

[THE SPECIFIC RELIEF ACT (I OF 1877).]

Clause 3, Section 39A, For the reasons stated in the notes under the proposed section 85A of the Transfer of Property Act, we propose to add a section in Chapter II of the Specific Relief Act.

[THE CODE OF CIVIL PROCEDURE (V OF 1908).]

Clause 4. *Order* XXXIV.

This Order relates to mortgage suits and its provisions were originally in the Transfer of Property Act (sections 85 to 99), but were transferred to the Civil Procedure Code in 1908. The amendment of the Transfer of Property Act, particularly the provisions relating to mortgages, necessitates the amendment of rules 2 to 8, 10, 11 and 15 of the Order.

Rule 2.

We propose to make the following amendments in this rule, viz :—

(1) It should be expressly stated that the decree passed under this rule is "preliminary."

(2) In clause (a) of the present rule, the Court is merely directed to take an account of what would be due to the plaintiff on account of (a) principal and interest on the mortgage and (b) the costs of the suit. Under sections 72 and 76 of the Transfer of Property Act, a mortgagee is authorized to spend money for certain necessary purposes in connection with the mortgage security. Under section 63A of the Transfer of Property Act, as proposed to be added, a mortgagee is allowed to spend money for improvements in certain circumstances. The above provisions also provide that the money so spent by a mortgagee should be added to the principal money. Clause (a) is, therefore, amended to make it clear that in taking an account sums spent by a mortgagee for necessary costs, charges and expenses in respect of the mortgage-security, together with interest thereon, must be taken into account.

(3) Clause (a) of the present rule 2 provides that the account of the sum due to the plaintiff will be taken up to the date fixed for payment in the preliminary decree. The date so fixed is to be within 6 months from the date of the decree. Clause (c), however, which relates to the declaration by a Court of the amount due to a mortgagee, merely provides that the amount due at the date of the decree is to be declared. Although clause (c) provides that the Court has to fix a date for the payment of the amount so declared within six months, no provision is made for awarding costs, charges and expenses incurred by a mortgagee in respect of the mortgage security subsequent to the date of the declaration or the decree. This seems anomalous. There is no reason why a mortgagee should lose subsequent costs, charges and expenses where the Court declares the amount. The scheme of Order XXXIV of the Civil Procedure Code is to draw a clear distinction between a preliminary and a final decree; rule 2 is amended to make it clear that the amount to be declared or found due on taking accounts should be up to the date of the preliminary decree. The defendant will then be in a position to know what sum he has to pay in order to claim redemption. Care is taken to provide in clause (a) of sub-rule (1) of the amended rule that after tendering the amount so declared or found to be due, the defendant has to pay the amount which the Court may adjudge for subsequent interest and subsequent costs, charges and expenses. Rules 10 and 11 have been amended to empower a Court to adjudge the amount due in respect of such interest and costs.

(4) Although clause (a) of this rule refers to the date fixed for payment of the amount found to be due on taking accounts, clause (c) refers to the date within six months from the date of the declaration of the amount due by the Court under clause (1). This appears to be an error. The date fixed for payment must be within six months from the date when the Court declares the

amount due or, where it directs an account to be taken, from the date when such account is confirmed by the Court. Our amendment makes this clear.

(5) As the mortgagor or any other person seeking redemption has to bear all costs and expenses of the redemption, in clause (*a*) of sub-rule (1) it is made clear that the cost of re-conveyance or re-transfer by the mortgagee on payment of the amount due by the mortgagor shall be borne by the mortgagor or such other person.

(6) The proviso to sub-rule (2) to rule 3 provides for the extension of the time fixed for payment in the final decree. The power of the Court to extend the time fixed for payment is well recognized and is exercised at any time before a final decree for foreclosure is passed. The proper place for this provision is in the rule relating to the preliminary decree. The proviso is, therefore, placed in rule 2 as sub-rule (3). The expression "postpone the day" in this proviso has been replaced by the words "extend the time" to make it clear that the time can be extended even after the expiry of the period once fixed. Sub-rule (2) also makes it clear that the extension of the time fixed for payment must be subject to such terms as the Court may fix. It is not fair that after the plaintiff has obtained a decree for payment of the amount due on the mortgage and when the payment has been already postponed for six months, the plaintiff should be made to wait for payment for a further period without getting compensation. A defendant who applies for an extension of time must be put on terms before is application is granted.

(7) As clause (*a*) and (*b*) of sub-rule (1) will provide for the adjudication of the amount due to a mortgagee till the date of the preliminary decree, in sub-rule (1) clause (*c*) it is made clear that after the payment of that amount the defendant is bound to pay subsequent costs and subsequent interest due to the plaintiff till the date of actual payment, which may be on or before the date fixed in the preliminary decree or such other date to which the time for payment may have been extended under sub-rule (2). It has been well established that the mortgagee can add to the mortgage-money the amount spent by him between the passing of the preliminary decree and the final decree (I. L. R. 44 Cal, 448).

(8) It has been held that the right of a mortgagor to redeem the mortgaged property subsists till a final decree for foreclosure is passed (I. L. R. 27 Cal. 705). Default in payment on the day originally fixed in the preliminary decree for payment or on the day to which the time for payment may have been extended by the Court does not *ipso facto* extinguish the mortgagor's right of redemption. It is open to a mortgagor to apply for extension of time till a final decree for foreclosure has been passed, and he can do so even after the expiry of the period once fixed (I. L. R. 39 Mad. 352, 28 Bom. 102). Clause (*d*) of rule 2, as at present worded, is not consistent with the above rulings. It provides that, if payment, as provided in the rule, is not made, the defendant will be debarred from all right to redeem the property. In sub-rule (2) of the amended rule, therefore, it is made clear that, on non-payment of the amount due, the plaintiff will have only a right to *apply for* a decree for foreclosure. We propose to make it clear that the right of the plaintiff to file an application arises not only when the amount adjudged due in the preliminary decree is not paid in full, but also if any portion

of the sums for subsequent costs and subsequent interest remains to be paid.

(9) Rules 2 to 8 of Order XXXIV do not specifically provide for decrees in suits for foreclosure or sale in which, besides the mortgagor, other persons who are entitled to redeem, such as subsequent mortgagees or persons subrogated to their rights, are joined as parties. This omission was sought to be remedied by providing forms for decrees in such suits—Forms No. 9 to 11 in Appendix D to the Code. Under Order XLVIII, rule 1, of the Civil Procedure Code, forms are not binding and can be varied by the Courts. An express provision in Order XXXIV itself is necessary to give full statutory force to the forms. As such cases will be of varied type and cannot all be anticipated, it will suffice to enact in Order XXXIV, that in such cases the rights of the parties will be regulated in accordance with the forms given in the Appendix, with such variations as the circumstances of the case may require. Provisions to that effect are embodied in sub-rule (3) of rule 2 and sub-rule (3) of rule 4. In a redemption suit by a mortgagor such difficulties will not arise. Consequential amendments have been made in rules 7 and 8.

Clause 4—*contd. Rule 3.*

We propose to amend this rule in accordance with the alterations made in rule 2. It is expressly stated that the decree made under this rule is final. For the reasons stated in paragraph (5) above, it is made clear in this rule that the payment by the mortgagor can be made at any time till the final decree for foreclosure is actually passed. It is also made clear that on payment of the amount declared or found to be due in the preliminary decree, together with the amount due for the subsequent costs and subsequent interest, the mortgagee can, on the application of the mortgagor, be ordered to re-convey or re-transfer the mortgaged property. The provision regarding the application by a mortgagor has been added to avoid difficulties which arise in such cases as I. L. R. 50 Bom. 730. Owing to the absence of words to that effect in the original rule 8, the Court found it difficult to hold what article of limitation applied to a final decree on payment by the mortgagor. In sub-rule (3) of the proposed rule it is provided that on foreclosure the liability of the defendant, not only in respect of the mortgage but for the costs of the suit also, is discharged and extinguished. The effect of a final decree for foreclosure is to vest the mortgaged property absolutely in the mortgagee and to extinguish not only the debt due on the mortgage but all liability arising in respect of the suit brought to enforce it. It is desirable that foreclosure, which is an exceptional remedy, should extinguish *in toto* the whole of the liability of the mortgagor.

Clause 4—*contd. Rule 4.*

We propose to amend this rule, which relates to a preliminary decree for sale, on the lines of rule 2. As by the amendment in the Transfer of Property Act it is proposed to allow the remedy of foreclosure only in the cases of a mortgage by conditional sale and an anomalous mortgage providing the remedy of foreclosure, the power of the Court to grant the alternative relief of sale can only be exercised in the case of such an anomalous mortgage. By the very nature of the mortgage by conditional sale the Court cannot order a sale of the property. We propose to amend clause (2) by stating clearly that it applies only to an anomalous mortgage which provides for foreclosure. Sub-rule (3) is added to rule 4 on the same lines as rule 2 (3). It provides for a case where, besides the mortgagor, there are other parties in a suit for sale.

It should, however, be noted that in the case of a decree for sale there is no reason why the Court should extend the time for payment. Even after the sale is held, there is an opportunity to a mortgagor to redeem before the confirmation of the sale. No necessity, therefore, exists for empowering Courts to enlarge the time before passing a final decree for sale (I.L.R. 20 All. 354).

Clause 6—*contd* *Rule 5.*

Section 89 of the Transfer of Property Act, which was replaced by rule 5 of Order XXXIV, Civil Procedure Code, contained at the end the words "and thereupon the defendant's right to redeem and the security shall both be extinguished". These words gave rise to the view that an order absolute under the section had the effect of extinguishing the rights arising out of the mortgage and substituting for them rights under the decree and the mortgagor could not redeem after the order absolute was made (*Hat Ram* v. *Shadi Ram* 45 *I.A.* 130, *Mahra Mal* v. *Durga Kunwar* 47 I.A. 71). To avoid this result the words quoted above which occurred in section 89 were omitted in the corresponding rule 5 of Order XXXIV. No doubt is, therefore, left that the right of a mortgagor to redeem is not extinguished by the mere passing of a final decree (42 All 517, *see* also *Sukhi* v. *Gukan Sajjan* 48 I.A. 465, at p. 472). We propose to lay it down definitely that the right of a mortgagor to redeem subsists till the confirmation of the sale held in execution of the decree passed against him under rules 4 or 7. We have, however, made a provision for compensating the purchaser when a mortgagor seeks to redeem after the sale has taken place but before it is confirmed.

Clauses 4 and 6 *Rules 6 and 8-A.*

The words 'any such sale' in rule 6 and its position after rules 3 to 5 led to the view being taken that the personal decree for the balance of the amount due to a mortgagor after the sale can only be passed in a suit by a mortgagee for sale, and not in a redemption suit by a mortgagor, although in a redemption decree in default of payment by the mortgagor a sale of the mortgaged property can be ordered. In I.L.R 42 Cal. 294, it is held that as this rule does not require an application by a mortgagee for the passing of a personal decree for the balance of the mortgage money, no period of limitation applies for claiming such relief. This view is not followed by other Courts (I.L.R 40 All. 551). This point is made clear by introducing the words "on application by the plaintiff" in rule 6, and the words "on application by the defendant" in rule 8-A.

Clause 6. *Rule 10.*

Rule 10, as it stands, refers to the subsequent costs of the suit only. In finally adjusting the amount the Court has also to take into consideration other costs, charges and expenses which the mortgagee may have incurred since the date of the preliminary decree. The mortgagee must be entitled to the amount so spent (I.L.R. 44 Cal. 448). Rule 10 is, therefore, amended to empower the Court to take such sums into consideration. After the account is made taken or the amount declared in a preliminary decree, it is necessary that the power of the Court to take into account sums spent subsequently should be expressly recognised.

Clause 6—*contd.* *Rule 11.*

We have proposed that the provisions of rule 11 which lay down the principle of "redeem up and foreclose down" should be embodied in the new section 94 of the Transfer of Property Act. This rule should, therefore, be omitted.

There being no specific rule as to interest, we propose that a new rule should be framed dealing exclusively with interest and this rule we propose to number as 11.

Under section 2 of the Usury Laws Repeal Act (XXVIII of 1855), in any suit in which interest is recoverable the amount is to be adjusted or decreed by the Court at the rate (if any) agreed upon by the parties. Again, the provision is subject to the provisions of the Usurious Loans Act, 1918, and section 74 of the Indian Contract Act allowing the Court to reduce the rate if in its opinion it is penal or exorbitant. Under section 3 of Act XXVIII of 1855 it is at the discretion of the Court to vary the rate agreed upon if it decides to allow further interest on the amount adjudged or decreed to be due. When no such rate has been fixed, the Court can award interest at the rate it deems reasonable. It was at one time thought that the Court was not competent to award interest after the date fixed for payment in a mortgage deed. It is, however, now well established that, even if there is no covenant for the payment of interest after the period fixed in the deed, interest can still be awarded by way of damages or under the Interest Act (XXXII of 1839); the rate allowed is generally the same as that stipulated in the deed (L.R. 25 I.A. 9). As observed by the Privy Council, the scheme of the provisions in Order XXXIV of the Civil Procedure Code is that a general account should be taken once for all and an aggregate amount be stated in the decree for principal, interest and costs due on a fixed day and that, after the expiration of that day, if the property is not redeemed, the matter should pass from the domain of contract to that of judgment and the rights of the parties should thenceforth depend not on the contract or the bond, but on the directions in the decree (L.R. 34 I.A. 9, at p. 21, 54 I.A. 1). Up to the day fixed for payment in the preliminary decree in a mortgage suit, interest is generally allowed at the contract rate and thereafter up to the day of realization or actual payment it is entirely at the discretion of the Court to allow it at such rate as it deems reasonable (I.L.R. 20 Cal. 360, 21 Mad. 364, 20 Bom. 744, 23 I.A. 138). The result of the above decisions has been embodied in the new rule 11.

The absence of any provision in Order XXXIV and corresponding old sections 55 to 99 of the Transfer of Property Act regarding post-diem interest has also led to a curious divergence of views. Some Courts hold that the portion of the decree which awards such interest is to be treated as a decree for the payment of money and executed as such (I.L.R. 17 All. 581, 18 All. 316). This view, however, has not been adopted by other Courts which hold that it must be treated as part of the mortgage-money and is to be recoverable out of the mortgaged property in the same way as the principal and the costs of the suit (I.L.R. 21 Cal. 274, 18 Mad. 248, 24 Cal. 786). This provision is intended to put an end to that divergence. It is proposed to provide that such interest is part of the mortgage-money.

No change has been effected in rules 9 or 12 to 14.

FORMS.

Clause 8. We propose to substitute new Forms for Forms 3 to 11 for decrees in mortgage suits appearing in Appendix D to the Code of Civil Procedure. Under Order XLVIII, rule 1, of the Civil Procedure Code, the Court has to follow the Forms with such variations as the circumstances of the case require. The present Form No. 3 in Appendix D does not correspond to rule 2 of Order XXXIV under which it purports to have been made. It does not provide for directions for taking accounts but merely refers to the declaration of the amount due by

the Court. Separate Forms Nos. 3 and 3A are, therefore, framed for preliminary decrees for foreclosure in which accounts are directed to be taken and in which the amount due is declared by the Court. The Forms follow the amendments made in rules 2 and 3. So also Form No. 4 for a final decree for foreclosure is substituted for Form No. 10. It has been framed to conform to Forms Nos. 3 and 3A. Similarly Forms Nos. 5, 5A, 7 to 7C are framed for preliminary decrees for sale and redemption. They follow the amended rules 4 to 7.

Forms Nos. 7D to 7F have been added to provide for a final decree in a suit for foreclosure, sale or redemption, when the mortgagor pays the amount of the decree.

Form No. 8 is for a final decree under rules 6 and 8A and is substituted for the original Form No. 11. It is amended in accordance with the amendments made in rules 6 and 8A.

Form No. 9 takes the place of the present Form No. 8. It provides for a case where, in a suit for foreclosure or sale, besides the mortgagor a subsequent mortgagee is joined as a defendant. The form sets out in detail the respective and relative rights of all parties as required in rules 2 (*3*) and 4 (*3*). The practice of allowing successive periods of redemption when there are several mortgagees is falling into disuse even in England and the usual course now is to give only one period of redemption, more particularly when the mortgaged property is likely to deteriorate (Ghose on Mortgage, Vol. I, p. 839, 5th Edn.). The present Form No. 8 allows six months for redemption to a subsequent mortgagee and then three months further to the mortgagor. There is no reason why a period longer than the ordinary period of six months should be allowed for redemption and the mortgagee be made to wait for his money, merely because the mortgagor has chosen to create further incumbrances. In Form No. 8 only one period of redemption is allowed to all defendants.

Forms Nos. 10 and 11 take the place of the existing Forms Nos. 7 and 8 and have been framed in accordance with the amendments in rules 3 to 8. In Form No. 11 the principle of one period of redemption is strictly adhered to.

[THE INDIAN REGISTRATION ACT (XVI OF 1908).]

Clause 9.
Section 17 (1) (b).

It has been held by the High Court of Bombay that an assignment of a mortgage decree for Rs. 100 or upwards requires registration under section 17, sub-section (1), clause (*b*), of the Indian Registration Act. The reason given is that assignment gives the assignee the right to sell immoveable property covered by the decree, and the right to sell an immoveable property is a right or interest in such property (1 Bom. 267. *See* also 11 Bom. L.R. 356). On the other hand, it has been held by the High Courts of Calcutta and Allahabad, that such an assignment does not require registration, the reason being that the assignment is not of any immoveable property, but of the decree itself, and the decree, though it be upon a mortgage deed, can in no sense be regarded as immoveable property. Further, it has been said by these Courts that the assignment does not by *itself create* an interest in immoveable property (23 Cal. 459, 4 C.W.N. 5, 12 C.W.N. 635, 13 All. 89, 91, 35 All. 524).

We do not think that there is any warrant for construing the words "which purport or operate to create" in clause (*b*) of the section in the sense "which in themselves purport or operate to create." We think that the correct view is the one that is taken by

the High Court of Bombay, and to give effect to that view we have inserted in section 17, sub-section (*1*), the following as clause (*s*) :—

(*s*) Non-testamentary instruments transferring or assigning any decree or order of a Court or any award when such decree or order or award purports or operates to create, declare, assign, limit or extinguish whether in present or in future any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immoveable property.

We also propose to bring clause (*3*) of section 17 (*1*) of the Registration Act into line with the amendment proposed in section 107 of the Transfer of Property Act. As under section 107 all leases, except leases from month to month, will have to be registered, the words "from year to year.....yearly rent" should be omitted and all leases except those from month to month or for any term not exceeding one month should be made compulsorily registrable.

Section 17, sub-section (*2*), clause (*vi*), provides that nothing in clauses (*b*) and (*c*) of sub-section (*1*) shall apply to decrees or orders of Courts or to awards. It has been brought to our notice that the exemption of decrees and orders of Court from registration without any exception has given rise to great hardship, especially in the case of consent decrees relating to immoveable property. It is provided by Order XXIII, rule 3 of the Code of Civil Procedure that where a suit has been adjusted by any lawful compromise, the Court shall order such compromise to be recorded and shall pass a decree in accordance therewith so far as it relates to the suit. Prior to the ruling of the Judicial Committee in 46 I. A. 240 there was a conflict of opinion whether the Court had power under Order XXIII, rule 3, to include in the decree immoveable properties which did not relate to the suit. It was held in some cases that a Court had the power to do so and that the decree even if it included matters outside the scope of the suit did not require registration. On the other hand, it was held in a large majority of cases that a Court had not the power to include in its decree immoveable property outside the scope of the suit, and that even if the Court did include such property in its decree, the application for the consent decree required registration as to that part thereof which related to such property. It has now been held by the Judicial Committee in 46 I.A. 240 that the proper method of carrying out the terms of Order XXIII, rule 3, is for the decree to recite the whole of the compromise and then to conclude with an order relative to that part that was the subject of the suit, or it could introduce the compromise in a Schedule to the decree; but that in either case, although the operative part of the decree will be properly confined to the actual subject matter of the suit, the decree taken as a whole would include the compromise. In that case their Lordships went on to say; "Turning now to the Indian Registration Act of 1908, and considering the meaning of the word 'decree' in section 17, sub-section (*2*), clause (*vi*), this must be read in connection with the purpose of the statute, which is to provide a method of public registration of documents, and there is, therefore, no reason why a limit should be imposed upon the meaning of the word so as to confine it to the operative portion only of the decree." The result is that since the Privy Council ruling, it is not compulsory to register that portion of the compromise or decree which relates to immoveable properties outside the scope of the suit. This has created considerable difficulties. It is, therefore, proposed that the exemption of decrees and orders from registration should not apply to decrees and orders expressed to be made on a compromise. Non-registration of awards affecting immoveable property creates the

Clause 2—sub-section 17 (2) (vi).

some hardship as in the case of compromise decrees and orders. We have, therefore, altered section 17, sub-section (*3*), clause (*vi*), as follows :—

"Any decree or order of a Court except a decree or order expressed to be made on a compromise."

Clause 6—cont. Section 58

We propose to make it clear in this section that those transactions only which can validly be made by an oral agreement and by the delivery of possession according to the provisions of any law for the time being in force, cannot be supplanted by subsequent transactions made by registered instruments.

So also a mortgage by deposit of title deeds, which is valid under section 58 of the Transfer of Property Act and will not be in writing and, therefore, will not be made by a registered instrument, will have to be excepted. It has been established that, as equitable mortgages are recognised under the Transfer of Property Act, they cannot be supplanted by a subsequent mortgage relating to the same property although the latter may be registered (I.L.R. 33 Cal. 410).

Clause 6—cont. Section 49.

Section 49 enacts that a document which is required to be registered, and is not registered, cannot be received in evidence. It has been held by the Judicial Committee that such documents, although not admissible for the purpose of proving the transaction purported to have been effected by them, are admissible in evidence for collateral purposes, such as for ascertaining the nature of possession (I.L.R. 43 Mad. 244 P.C.). In giving effect to the doctrine of part performance when transactions are not complete owing to the omission of registration, it is necessary that Courts should be empowered to admit them in evidence for the purpose of proving part performance. A proviso has accordingly been added to the section.

[THE INDIAN SUCCESSION ACT (XXXIX OF 1925)]

Clause 10. Section 115—117.

The proposed amendments in these sections are consequential upon those proposed to be made in sections 15, 16 and 18 of the Transfer of Property Act.

Clause 11.

This clause provides that the Supplementary Bill will not have retrospective operation.

Clause 12.

For the reasons stated in the note under clause 8 of the main Bill, this clause provides for the repeal of three Acts mentioned in Schedule II.

L.A. BILL No. 34 OF 1927.

A Bill to Supplement the Transfer of Property (Amendment) Act, 192 .

WHEREAS by reason of the passing of the Transfer of Property (Amendment) Act, 192 , it is expedient that certain amendments should be made in the Married Women's Property Act, 1874, the Specific Relief Act, 1877, the Code of Civil Procedure, 1908, the Indian Registration Act, 1908, and the Indian Succession Act, 1925 ; It is hereby enacted as follows :—

of 192. III of 1874. I of 1877. V of 1908. XVI of 1908. XXXIX of 1925.

Short title and commencement.

1. (*1*) This Act may be called the Transfer of Property (Amendment) Supplementary Act, 192 .

(*2*) It shall come into force on the first day of January, 1928.

2. For the proviso to section 8 of the Married Women's Property Act, 1874, the following proviso shall be substituted, namely :— Amendment of section 8, Act III of 1874.

"Provided that nothing herein contained shall—

(a) entitle such person to recover anything by attachment and sale or otherwise out of any property which has been transferred to a woman or for her benefit on condition that she shall have no power during her marriage to transfer or charge the same or her beneficial interest therein, or

(b) affect the liability of a husband for debts contracted by his wife's agency, expressed or implied."

3. After section 30 of the Specific Relief Act, 1877, the following heading and section shall be inserted, namely :— Inserting of new section 30A in Act I of 1877.

"(k) *Part Performance.*

30A. Subject to the provisions of this Chapter, where a contract to lease immoveable property is made in writing signed by the parties thereto or on their behalf, either party may, notwithstanding that the contract, though required to be registered, has not been registered, sue the other for specific performance of the contract if— Specific performance in case of part performance of contract to lease.

(a) where specific performance is claimed by the lessor, he has delivered possession of the property to the lessee in part performance of the contract ; and

(b) where specific performance is claimed by the lessee, he has in part performance of the contract taken possession of the property, or, being already in possession, continues in possession in part performance of the contract, and has done some act in furtherance of the contract :

Provided that nothing in this section shall affect the rights of a transferee for consideration who has no notice of the contract or of the part performance thereof

This section applies to contracts to lease executed after the first day of January, 1929."

4. In Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, for rules 2 to 8 the following rules shall be substituted, namely :— Substitution of new rules for rules 2 to 8, Order XXXIV, Schedule I, Act V of 1908.

"2. (1) In a suit for foreclosure, if the plaintiff succeeds, the Court shall pass a preliminary decree— Preliminary decree in foreclosure suit.

(a) ordering that an account be taken of what was due to the plaintiff at the date of such decree for—

(i) principal and interest on the mortgage,

(ii) the costs of suit, if any, awarded to him and

(iii) other costs, charges and expenses properly incurred by him up to that date in respect of his mortgage-security together with interest thereon ; or

(b) declaring the amount so due at that date ; and

(c) directing—

(i) that, if the defendant pays into Court the amount so found or declared due on or before such date as the Court may fix within six month from the date on which the Court confirms and countersigns the account taken under clause (a), or from the date on which such amount is declared in Court under clause (b), as the case may be, and thereafter pays such amount as may be adjudged due

in respect of subsequent costs, charges and expenses as provided in rule 10, together with subsequent interest on such sums respectively as provided in rule 11, the plaintiff shall deliver up to the defendant, or to such person as the defendant appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, re-transfer the property to the defendant at his cost free from the mortgage and from all incumbrances created by the plaintiff or any person claiming under him, or, where the plaintiff claims by derived title, by those under whom he claims, and shall also, if necessary, put the defendant in possession of the property, and

(*ii*) that, if payment of the amount found or declared due under or by the preliminary decree is not made on or before the date so fixed, or the defendant fails to pay within such time as the Court may fix the amount adjudged due in respect of subsequent costs, charges, expenses and interest, the plaintiff shall be entitled to apply for a final decree debarring the defendant from all right to redeem the property.

(*3*) The Court may, on good cause shown and upon terms to be fixed by the Court, from time to time, extend the time fixed for the payment of the amount found or declared due under sub-rule (*1*) or of the amount adjudged due in respect of subsequent costs, charges, expenses and interest.

(*4*) Where, in a suit for foreclosure, subsequent mortgagees or persons deriving title from, or subrogated to the rights of, any such mortgagees are joined as parties, the preliminary decree shall provide for the adjudication of the respective rights and liabilities of the parties to the suit in the manner and form set forth in Form No. 9 or No. 10, as the case may be, of Appendix D with such variations as the circumstances of the case may require.

Final decree in foreclosure suit.

3. (*1*) Where, before a final decree debarring the defendant from all right to redeem the mortgaged property has been passed, the defendant makes payment into Court of all amounts due from him under sub-rule (*1*) of rule 2, the Court shall, on application made by the defendant in this behalf, pass a final decree—

(*a*) ordering the plaintiff to deliver up the documents referred to in the preliminary decree,

and, if necessary,—

(*b*) ordering him to re-transfer at the cost of the defendant the mortgaged property as directed in the said decree,

and, also, if necessary,—

(*c*) ordering him to put the defendant in possession of the property.

(*2*) Where payment in accordance with sub-rule (*1*) has not been made, the Court shall, on application made by the plaintiff in that behalf, pass a final decree declaring that the defendant and all persons claiming through or under him are debarred from all right to redeem the mortgaged property and also, if necessary, ordering the defendant to put the plaintiff in possession of the property.

(*3*) On the passing of a final decree under sub-rule (*2*), all liabilities to which the defendant is subject in respect of the mortgage or on account of the suit shall be deemed to have been discharged.

Preliminary decree in suit for sale.

4. (*1*) In a suit for sale, if the plaintiff succeeds, the Court shall pass a preliminary decree to the effect mentioned in clauses (*a*), (*b*) and (*c*) (*i*) of sub-rule (*1*) of rule 2 and further directing that, in default of the defendant paying as therein mentioned, the plaintiff

shall be entitled to apply for a final decree directing that the mortgaged property or a sufficient part thereof be sold, and the proceeds of the sale (after deduction therefrom of the expenses of the sale) be paid into Court and applied in payment of what has been found or declared under or by the preliminary decree due to the plaintiff, together with such amount as may have been adjudged due in respect of subsequent costs, charges, expenses and interest and the balance, if any, be paid to the defendant or other persons entitled to receive the same.

Power to decree sale in foreclosure suit.

(3) In a suit for foreclosure in the case of an anomalous mortgage, if the plaintiff succeeds, the Court may, at the instance of any party to the suit or of any other person interested in the mortgage-security or the right of redemption, pass a like decree (in lieu of a decree for foreclosure) on such terms as it thinks fit, including the deposit in Court of a reasonable sum fixed by the Court to meet the expenses of the sale and to secure the performance of the terms.

(4) Where, in a suit for sale or a suit for foreclosure in which sale is ordered, subsequent mortgagees or persons deriving title from, or subrogated to the rights of, any such mortgagees are joined as parties, the preliminary decree referred to in sub-rule (1) shall provide for the adjudication of the respective rights and liabilities of the parties to the suit in the manner and form set forth in Form No. 9, No. 10 or No. 11, as the case may be, of Appendix D with such variations as the circumstances of the case may require.

Final decree in suit for sale.

5. (1) Where, on or before the day fixed or at any time before the confirmation of a sale made in pursuance of a final decree passed under sub-rule (3) of this rule, the defendant makes payment into Court of all amounts due from him under sub rule (1) of rule 4, the Court shall, on application made by the defendant in this behalf, pass a final decree—

(a) ordering the plaintiff to deliver up the documents referred to in the preliminary decree,

and, if necessary,—

(b) ordering him to transfer the mortgaged property as directed in the said decree,

and, also, if necessary,—

(c) ordering him to put the defendant in possession of the property

(2) Where the mortgaged property or part thereof has been sold in pursuance of a decree passed under sub-rule (3) of this rule, the Court shall not pass a final decree under sub-rule (1) of this rule, unless the defendant in addition to the amount mentioned in sub-rule (1) deposits in Court for payment to the purchaser a sum equal to five per cent of the amount of the purchase-money paid into Court by the purchaser.

Where such deposit has been made, the purchaser shall be entitled to an order for re payment of the amount of the purchase-money paid into Court by him, together with a sum equal to five per cent thereof.

(3) Where payment in accordance with sub-rule (1) of rule 4 has not been made, the Court shall, on application made by the plaintiff in this behalf, pass a final decree directing that the mortgaged property or a sufficient part thereof be sold and that the proceeds of the sale be dealt with in the manner provided in sub-rule (2) of rule 4.

Recovery of balance due on mortgage in suit for sale.

6. Where the net proceeds of any sale held under the last preceding rule are found insufficient to pay the amount due to the plaintiff, the Court, on application by him, may, if the balance is otherwise legally recoverable from the defendant personally, pass a decree for such amount.

Preliminary decree in redemption suit.

7. (*1*) In a suit for redemption, if the plaintiff succeeds, the Court shall pass a preliminary decree—

(*a*) ordering that an account be taken of what was due to the defendant at the date of such decree for—

(*i*) principal and interest on the mortgage,

(*ii*) the costs of suit, if any, awarded to him, and

(*iii*) other costs, charges and expenses properly incurred by him up to that date in respect of his mortgage security together with interest thereon ; or

(*b*) declaring the amount so due at that date ; and

(*c*) directing—

(*i*) that, if the plaintiff pays into Court the amount so found or declared due on or before such date as the Court may fix within six months from the date on which the Court confirms and countersigns the account taken under clause (*a*), or from the date on which such amount is declared in Court under clause (*b*), as the case may be, and thereafter pays such amount as may be adjudged due in respect of subsequent costs, charges and expenses as provided in rule 10, together with subsequent interest on such sums respectively as provided in rule 11, the defendant shall deliver up to the plaintiff, or to such person as the plaintiff appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, re-transfer the property to the plaintiff at his cost free from the mortgage and from all incumbrances created by the defendant or any person claiming under him, or, where the defendant claims by derived title, by those under whom he claims, and shall also, if necessary, put the plaintiff in possession of the property ; and

(*ii*) that, if payment of the amount found or declared due under or by the preliminary decree is not made on or before the date so fixed, or the plaintiff fails to pay, within such time as the Court may fix, the amount adjudged due in respect of subsequent costs, charges, expenses and interest, the defendant shall be entitled to apply for a final decree—

(*a*) in the case of a mortgage other than an usufructuary mortgage, a mortgage by conditional sale or an anomalous mortgage the terms of which provide for foreclosure only and not for sale, that the mortgaged property be sold, or

(*b*) in the case of a mortgage by conditional sale or such an anomalous mortgage as aforesaid, that the plaintiff be debarred from all right to redeem the property.

(*2*) The Court may, on good cause shown and upon terms to be fixed by the Court, from time to time, extend the time fixed for the payment of the amount found or declared due under sub-rule (*1*) or of the amount adjudged due in respect of subsequent costs, charges, expenses and interest.

Final decree in redemption suit.

8. (*1*) Where, before a final decree debarring the plaintiff from all right to redeem the mortgaged property has been passed, or before the confirmation of a sale held in pursuance of a final decree passed under sub rule (*3*) of this rule, the plaintiff makes payment into Court of all amounts due from him under sub-rule (*1*) of rule 7, the

Court shall, on application made by the plaintiff in that behalf, pass a final decree—

(a) ordering the defendant to deliver up the documents referred to in the preliminary decree,

and, if necessary,—

(b) ordering him to re-transfer at the cost of the plaintiff the mortgaged property as directed in the said decree,

and, also, if necessary,—

(c) ordering him to put the plaintiff in possession of the property.

(2) Where the mortgaged property or a part thereof has been sold in pursuance of a decree passed under sub-rule (5) of this rule, the Court shall not pass a final decree under sub-rule (1) of this rule, unless the plaintiff in addition to the amount mentioned in sub-rule (1) deposits in Court for payment to the purchaser a sum equal to five per cent of the amount of the purchase-money paid into Court by the purchaser.

Where such deposit has been made, the purchaser shall be entitled to an order for repayment of the amount of the purchase-money paid into Court by him, together with a sum equal to five per cent thereof.

(3) Where payment in accordance with sub-rule (1) has not been made, the Court shall, on application made by the defendant in that behalf,—

(a) in the case of a mortgage by conditional sale or of such an anomalous mortgage as is hereinbefore referred to in rule 7, pass a final decree declaring that the plaintiff and all persons claiming under him are debarred from all right to redeem the mortgaged property and, also, if necessary, ordering the plaintiff to put the defendant in possession of the mortgaged property; or

(b) in the case of any other mortgage, not being an usufructuary mortgage, pass a final decree that the mortgaged property or a sufficient part thereof be sold and the proceeds of the sale (after deduction therefrom of the expenses of the sale) be paid into Court and applied in payment of what is found due to the defendant and the balance, if any, be paid to the plaintiff or other persons entitled to receive the same."

Insertion of new rule 8A in Order XXXIV, Schedule I, Act V of 1908

5. In Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, after rule 8 the following rule shall be inserted, namely :— of 1908.

Recovery of balance due on mortgage in suit for redemption

"8A. Where the net proceeds of any sale held under the last preceding rule are found insufficient to pay the amount due to the defendant, the Court, on application by him, may, if the balance is otherwise legally recoverable from the plaintiff personally, pass a decree for such amount."

Substitution of new rules for rules 10 and 11 of Order XXXIV, Schedule I, Act V of 1908.

6. In Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, for rules 10 and 11 the following rules shall be substituted, namely :— 1908

Cost of mortgagee subsequent to decree

"10. In finally adjusting the amount to be paid to a mortgagee in case of a foreclosure, sale or redemption, the Court shall, unless, in the case of costs of the suit the conduct of the [mortgagee has been such as to disentitle him thereto, add to the mortgage-money such costs of the suit and other costs, charges and expenses as have been properly incurred by him since the date of the preliminary decree for foreclosure, sale or redemption up to the time of actual payment.

Payment of interest.

11. In any decree passed in a suit for foreclosure, sale or redemption, where interest is legally recoverable, the Court may order payment of interest to the mortgagee as follows, namely :—

(*a*) interest up to the date on or before which payment of the amount found or declared due is under the preliminary decree to be made by the mortgagor or other person redeeming the mortgage—

(*i*) on the principal amount found or declared due on the mortgage,—at the rate fixed in the mortgage deed or, if no rate has been so fixed, at such rate as the Court deems reasonable,

(*ii*) on the amount of the costs of the suit awarded to the mortgagee,—at such rate as the Court deems reasonable from the date of the preliminary decree, and

(*iii*) on the amount adjudged due to the mortgagee, for costs, charges and expenses properly incurred by the mortgagee in respect of the mortgage-security up to the date of the preliminary decree and added to the mortgage money,—at the rate fixed in the mortgage-deed, or, if no rate has been so fixed, at nine per cent per annum ; and

(*b*) subsequent interest up to the date of realization or actual payment at such rate as the Court deems reasonable—

(*i*) on the aggregate of the principal sums specified in clause (*a*) and of the interest thereon as calculated in accordance with that clause ; and

(*ii*) on the amount adjudged due to the mortgagee in respect of such further costs, charges and expenses as may be payable under rule 10."

Substitution of new rule for rule 15, Order XXXIV, Schedule I, Act V of 1908.

7. In Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, for rule 15, the following rule shall be substituted, namely :— V of 190

Charges

"15. All the provisions contained in this Order which apply to a simple mortgage shall, so far as may be, apply to a charge within the meaning of section 100 of the Transfer of Property Act, 1882." IV of 18

Substitution of new Forms for Forms 3 to 11 in Appendix D, Schedule I, Act V of 1908

8. For Forms 3 to 11 in Appendix D to the First Schedule to the Code of Civil Procedure, 1908, the Forms set forth in Schedule I shall be substituted. V of 190

Amendment of Act XVI of 1908.

9. (*1*) In sub-section (*1*) of section 17 of the Indian Registration Act, 1908,— XVI of

(*a*) in clause (*d*), the word "and" shall be omitted and in clause (*d*), for the words "from year to year, or for any term exceeding one year or reserving a yearly rent" the words "except leases from month to month or for any term not exceeding one month ; and" shall be substituted ; and

(*b*) after clause (*d*) the following clause shall be added, namely :—

"(*e*) non-testamentary instruments transferring or assigning any decree or order of a Court or any award when such decree or order or award purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property :"

(*f*) In clause (*m*) of sub-section (*f*) of the same section, for the words "and any award" the words "except a decree or order expressed to be made on a compromise" shall be substituted.

(*g*) In section 48 of the same Act, after the words "or followed by delivery of possession", the following words shall be added, namely :—

"and the same constitutes a valid transfer under any law for the time being in force :

Provided that a mortgage by delivery of documents of title to immovable property which is valid under section 59 of the Transfer of Property Act, 1882, shall take effect against any mortgage-deed subsequently executed and registered which relates to the same property."

IV of 1882.

(*h*) To section 49 of the same Act the following proviso shall be added, namely :—

"Provided that an unregistered document affecting immovable property and required by this Act or the Transfer of Property Act, 1882, to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, 1877, and as evidence of part performance of a contract for the purposes of section 53A of the Transfer of Property Act, 1882.

IV of 1882.

I of 1877.

IV of 1882.

XXXIX of 1925.

10 (*1*) In section 116 of the Indian Succession Act, 1925,— Amendment of Act XXXIX of 1925.

(*a*) for the words "wholly void" the words "void in regard to those persons only and not in regard to the whole class" shall be substituted ;

(*b*) in *Illustration* (*i*), for the words "; and, as it is given to all his children as a class, it is not good as to any division of that class, but is wholly void" the following words shall be substituted, namely :—

"and in regard to those who do not attain the age of 25 within 18 years after A's death, but is operative in regard to the other children of A"; and

(*c*) in *Illustration* (*ii*), for the words "the mention of B, C and D by name does not prevent the bequest from being regarded as a bequest to a class, and the bequest is wholly void" the following words shall be substituted, namely :—

"Although the mention of B, C and D does not prevent the bequest from being regarded as a bequest to a class, it is not wholly void. It is operative as regards any of the children B, C or D, who attains the age of 25 within 18 years after A's death"

(*2*) For section 118 of the same Act the following section shall be substituted, namely :—

"118. Where by reason of any of the rules contained in sections 113 and 114, any bequest in favour of a person or of a class of persons is void in regard to such person or the whole of such class, any bequest contained in the same will and intended to take effect after or upon failure of such prior bequest is also void." Bequest to take effect on failure of prior bequest.

(3) For section 117 of the same Act and the *Illustrations* thereto, the following section shall be substituted, namely :—

Effect of direction for accumulation.

"117. (1) Where the terms of a will direct that the income arising from any property shall be accumulated either wholly or in part during any period longer than a period of eighteen years from the death of the testator, such direction shall, save as hereinafter provided, be void to the extent to which the period during which the accumulation is directed exceeds the aforesaid period and at the end of such period of eighteen years the property and income thereof shall be disposed of as if the period during which the accumulation has been directed to be made has elapsed.

(2) This section shall not affect any direction for accumulation for the purpose of—

(i) the payment of the debts of the testator or any other person taking any interest under the will, or

(ii) the provision of portions for children or remoter issue of the testator or of any other person taking any interest under the will, or

(iii) the preservation or maintenance of any property bequeathed ;

and such direction may be made accordingly."

Saving.

11. Nothing in this Act shall be deemed to affect—

(a) the terms or incidents of any transfer or disposition of property made or effected before the first day of January, 1939 ;

(b) the validity, invalidity, effect or consequences of anything already done or suffered before the aforesaid date ;

(c) any right, title, obligation or liability already acquired, accrued or incurred before such date ;

(d) any remedy or proceeding in respect of such right, title, obligation or liability ; or

(e) anything done in the course of any proceeding pending in any Court on the aforesaid date ;

and any such remedy or proceeding may be enforced, instituted or continued, as the case may be, as if this Act had not been passed.

Repeal.

12. The enactments mentioned in Schedule II are hereby repealed to the extent specified in the fourth column thereof.

SCHEDULE I.

(*See section 8*)

FORM No. 3

Preliminary decree for foreclosure.

(Order XXXIV, rule 2.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc., It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following :—

(1) an account of what is due on this date to the plaintiff for principal and interest on his mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage-deed or, if no rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable),

(*vi*) an account of the income of the mortgaged property received up to this date by the plaintiff or by any other person by the order or for the use of the plaintiff or which without the wilful default of the plaintiff or such person might have been so received;

(*vii*) an account of all sums of money properly incurred by the plaintiff up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage security together with interest thereon (such interest to be computed at the rate fixed in the mortgage-deed or, if no rate has been so fixed, at nine per cent per annum);

(*viii*) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the plaintiff which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (*vi*) or adjudged due under clause (*v*) above, together with interest thereon, shall first be adjusted against any sums paid by the plaintiff under clause (*vii*) together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the plaintiff on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

(*i*) that the defendant do pay into Court on or before the day of , or any later date up to which time for payment may be extended by the Court the said sum of Rs and the sum of Rs for the costs of the suit awarded to the plaintiff.

(*ii*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all encumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff shall be at liberty to apply

to the Court for a final decree that the defendant shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 3-A.

Preliminary decree for foreclosure.

(Order XXXIV, rule 2.—Where the Court declares the amount due.)

(TITLE.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on his mortgage mentioned in the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage-security together with interest thereon, and the sum of Rs. for the costs of this suit awarded to the plaintiff, making in all the sum of Rs.

2. And it is hereby ordered and decreed as follows:—

(*i*) that the defendant do pay into Court on or before the day of or any later date up to which time for payment may be extended by the Court the said sum of Rs.

(*ii*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree that the defendant shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and

on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property

FORM No. 4.

Final decree for foreclosure.

(Order XXXIV, rule 3.)

(TITLE.)

Upon reading the preliminary decree passed in this suit on the day of and further orders (if any) dated the day of and the application of the plaintiff dated the day of for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the defendant or any person on his behalf or any other person entitled to redeem the said mortgage :

It is hereby ordered and decreed that the defendant and all persons claiming through or under him be and they are hereby absolutely debarred and foreclosed of and from all right of redemption of and in the property in the aforesaid preliminary decree mentioned ;* [and *(if the defendant is in possession of the said mortgaged property)* that the defendant shall deliver to the plaintiff quiet and peaceable possession of the said mortgaged property].

2. And it is hereby further declared that the whole of the liability whatsoever of the defendant up to this day arising from the said mortgage mentioned in the plaint or from this suit is hereby discharged and extinguished.

FORM No. 5.

Preliminary decree for sale.

(Order XXXIV, rule 4.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc. It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following :—

(*i*) an account of what is due on this date to the plaintiff for principal and interest on his mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage-deed or, if no such rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable) ;

(*ii*) an account of the income of the mortgaged property received up to this date by the plaintiff or by any other person by the order or for the use of the plaintiff or which without the wilful default of the plaintiff or such person might have been so received ;

(*iii*) an account of all sums of money properly incurred by the plaintiff up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon (such interest to be computed at the rate fixed in the mortgage deed or, if no such rate has been fixed, at nine per cent per annum) ;

* Words not required to be deleted.

(iv) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the plaintiff which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (ii) or adjudged due under clause (iv) above together with interest thereon, shall first be adjusted against any sums paid by the plaintiff under clause (iii) together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the plaintiff on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

(i) that the defendant do pay into Court on or before the day of the said sum of Rs. and the sum of Rs. for the costs of the suit awarded to the plaintiff;

(ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the first schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

6. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may be passed in this suit and in

payment of any amount which the Court may adjudge due to the plaintiff in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

7. And it is hereby further ordered and decreed that, if the money realized by such sale shall not be sufficient for payment in full of the amount payable to the plaintiff as aforesaid, the plaintiff shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the defendant for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 8-A.

Preliminary decree for sale.

(Order XXXIV, rule 4.—When the Court declares the amount due.)

(TITLE.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on the mortgage mentioned in the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage-security together with interest thereon, and the sum of Rs for the costs of the suit awarded to the plaintiff, making in all the sum of Rs.

2. And it is hereby ordered and decreed as follows:—

(*i*) that the defendant do pay into Court on or before the day of the said sum of Rs.

(*ii*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, reconvey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold, and for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

4. And it is hereby further ordered and decreed that the money realized by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the plaintiff in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

5. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for payment in full of the amount payable to the plaintiff as aforesaid, the plaintiff shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the defendant for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property.

FORM No. 6.

Final decree for sale.

(Order XXXIV, rule 5.)

(TITLE.)

Upon reading the preliminary decree passed in this suit on the day of and further orders (if any) dated the day of and the application of the plaintiff dated the day of for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the defendant or any person on his behalf or any other person entitled to redeem the mortgage.

It is hereby ordered and decreed that the mortgaged property in the aforesaid preliminary decree mentioned or a sufficient part thereof be sold, and that for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

2. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into the Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in

payment of the amount payable to the plaintiff under the aforesaid preliminary decree and under any further orders that may have been passed in this suit and in payment of any amount which the Court may have adjudged due to the plaintiff for such costs of the suit including the costs of this application and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

FORM No. 7.

Preliminary decree for redemption where on default of payment by mortgagor an order for foreclosure is made

(Order XXXIV, rule 7.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc ; It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following :—

(*i*) an account of what is due on this date to the defendant for principal and interest on the mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage deed or, if no rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable) ;

(*ii*) an account of the income of mortgaged property received up to this date by the defendant or by any other person by order or for the use of the defendant or which without the wilful default of the defendant or such person might have been so received ;

(*iii*) an account of all sums of money properly incurred by the defendant up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon (such interest to be computed at the rate fixed in the mortgage-deed or, if no rate has been so fixed at nine per cent per annum) ;

(*iv*) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the defendant which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. It is hereby further ordered and decreed that any amount received under clause (*ii*) or adjudged due under clause (*iv*) above, together with interest thereon, shall be adjusted against any sums paid by the defendant under clause (*iii*) together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the defendant on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

(i) that the plaintiff do pay into Court on or before the day of , or any later date up to which time for payment may be extended by the Court the said sum of Rs. and the sum of Rs for the costs of the suit awarded to the defendant;

(ii) that, on such payment, and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all encumbrances created by the defendant or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant shall be at liberty to apply to the Court for a final decree that the plaintiff shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property, and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on each application or otherwise the Court may give such direction as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 7-A.

Preliminary decree for redemption where on default of payment by mortgagor an order for sale is made.

(Order XXXIV, rule 7.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc; It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following:—

(i) an account of what is due on this date to the defendant for principal and interest on the mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage-deed or, if no rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable);

(ii) an account of the income of the mortgaged property received up to this date by the defendant or by any other person by the order or for the use of the defendant or which without the wilful default of the defendant or such person might have been so received;

(*vii*) on account of all sums of money properly incurred by the defendant up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon (such interest to be computed at the rate fixed in the mortgage-deed or, if no rate has been so fixed, at nine per cent per annum);

(*viii*) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the defendant which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (*vi*) or adjudged due under clause (*v*) above, together with interest thereon, shall first be adjusted against any sums paid by the defendant under clause (*vii*) together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the defendant on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

(*i*) that the plaintiff do pay into Court on or before the day of , or any later date up to which time for payment may be extended by the Court the said sum of Rs. and the sum of Rs. for the costs of the suit awarded to the defendant;

(*ii*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property by the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

6. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the defendant shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

6. And it is hereby further ordered and decreed that the money realized by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the defendant in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to receive the same.

7. And it is hereby further ordered and decreed that, if the money realized by such sale shall not be sufficient for payment in full of the amount payable to the defendant as aforesaid, the defendant shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the plaintiff for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 7-B.

Preliminary decree for redemption where on default of payment by mortgagor an order for foreclosure is made.

(Order XXXIV, rule 7.—Where the Court declares the amount due.)

(TITLE.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the defendant on the mortgage mentioned in the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by the defendant in respect of the mortgage security together with interest thereon, and the sum of Rs. for the costs of the suit awarded to the defendant, making in all the sum of Rs.

2. And it is hereby ordered and decreed as follows:—

(i) that the plaintiff do pay into Court on or before the day of or any later date up to which time for payment may be extended by the Court the said sum of Rs. ;

(ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall,

if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims, and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree that the plaintiff shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property ; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 7-C.

Preliminary decree for redemption where on default of payment by mortgagor an order for sale is made.

(Order XXXIV, rule 7.—Where the Court declares the amount due.)

(TITLE.)

This suit coming on this day, etc ; It is hereby declared that the amount due to the defendant on the mortgage mentioned in the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs for costs, charges and expenses (other than the costs of the suit) properly incurred by the defendant in respect of the mortgage-security together with interest thereon, and the sum of Rs. for the costs of the suit awarded to the defendant, making in all the sum of Rs.

2. And it is hereby ordered and decreed as follows :—

(*i*) that the plaintiff do pay into Court on or before the day of or any later date up to which time the payment may be extended by the Court the said sum of Rs. ;

(*ii*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendants shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property to the plaintiff free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the defendant shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property

4. And it is hereby further ordered and decreed that the money realized by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the defendant in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to the same.

5. And it is hereby further ordered and decreed that, if the money realized by such sale shall not be sufficient for the payment in full of the amount payable to the defendant as aforesaid, the defendant shall be at liberty (where such remedy is open to him under the terms of the mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the plaintiff for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such direction as it thinks fit.

SCHEDULE

Description of the mortgaged property.

FORM No. 7-D

Final decree for foreclosure in a redemption suit on default of payment by mortgagor.

(Order XXXIV, rule 8.)

(TITLE.)

Upon reading the preliminary decree in this suit on the day of and further orders (if any) dated the day of and the application of the defendant dated the day of for a final decree and after hearing the parties and it appearing that the payment as directed by the said decree and orders has not been made by the plaintiff or any person on his behalf or any other person entitled to redeem the mortgage:

It is hereby ordered and decreed that the plaintiff and all persons claiming through or under him be and they are hereby absolutely debarred and foreclosed of and from all right of redemption of and in the property in the aforesaid preliminary decree mentioned* [and (*if*

* Words not required to be deleted.

the plaintiff be in possession of the said mortgaged property) that the plaintiff shall deliver to the defendant quiet and peaceable possession of the said mortgaged property].

2. And it is hereby further declared that the whole of the liability whatsoever of the plaintiff up to this day arising from the said mortgage mentioned in the plaint or from this suit is hereby discharged and extinguished

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FORM No. 7-E.

Final decree for sale in a redemption suit on default of payment by mortgagor.

(Order XXXIV, rule 8.)

(TITLE.)

Upon reading the preliminary decree passed in this suit on the day of , and further orders (if any) dated the day of , and the application of the defendant dated the day of , for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the plaintiff or any person on his behalf or any other person entitled to redeem the mortgage;

It is hereby ordered and decreed that the mortgaged property in the aforesaid preliminary decree mentioned or a sufficient part thereof be sold and that for the purposes of such sale the defendant shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

2. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under the aforesaid preliminary decree and under any further orders that may have been passed in this suit and in payment of any amount which a Court may have adjudged due to the defendant for such costs of this suit including the costs of this application and such costs, charges and expenses as may be payable under rule 10, together with the subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to receive the same.

FORM No. 7-F.

Final decree in a suit for foreclosure, sale or redemption where the mortgagee pays the amount of the decree.

(Order XXXIV, rules 3, 5 and 8).

(TITLE).

This suit coming on this day for further consideration and it appearing that on the day of the mortgagor or the sums being a person entitled to redeem has paid into Court all amounts due to the mortgagee under the preliminary

decree dated the day of ; It is hereby ordered and decreed that—

(i) the mortgagee do execute a deed of reconveyance of the property in the aforesaid preliminary decree mentioned in favour of the mortgagor* [or, as the case may be, who has redeemed the property] on acknowledgment of the payment of the amount due in his favour;

(ii) the mortgagee do bring into Court all documents in his possession and power relating to the mortgaged property in the suit.

2. And it is hereby further ordered and decreed that, upon the mortgagee executing the deed of reconveyance or acknowledgment in the manner as aforesaid,—

(i) the said sum of Rs. be paid out of Court to the mortgagee;

(ii) the said deeds and documents brought into the Court be delivered out of Court to the mortgagor* [or the person making the payment] and the mortgagee do, when so required, concur in registering, at the cost of the mortgagor* [or other person making the payment], the said deed of reconveyance or the acknowledgment in the office of the Sub-Registrar of ; and

(iii) * [if the mortgagee, plaintiff or defendant, as the case may be, is in possession of the mortgaged property] that the mortgagee do forthwith deliver possession of the mortgaged property in the aforesaid preliminary decree mentioned to the mortgagor* [or such person as aforesaid who has made the payment]

FORM No. 6

Decree against mortgagor personally for balance after the sale of the mortgaged property.

(Order XXXIV, rules 6 and 8A.)

(TITLE.)

Upon reading the application of the mortgagee (the plaintiff or defendant, as the case may be) and reading the final decree passed in the suit on the day of , and the Court being satisfied that the net proceeds of the sale held under the aforesaid final decree amounted to Rs. and have been paid to the applicant out of the Court on the day of and that the balance now due to him under the aforesaid decree is Rs. ;

And whereas it appears to the Court that the said sum is legally recoverable from the mortgagor (plaintiff or defendant, as the case may be) personally :

It is hereby ordered and decreed as follows :—

that the mortgagor (plaintiff or defendant, as the case may be) do pay to the mortgagee (defendant or plaintiff, as the case may be) the said sum of Rs. with further interest at the rate of six per cent per annum from the day of (the date of payment out of Court referred to above) up to the date of realization of the said sum, and the costs of this application.

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* Words not required to be deleted

FORM No. 8.

Preliminary decree for foreclosure or sale.

[Plaintiff..... 1st Mortgagee.
vs.
Defendant No. 1.....Mortgagor,
Defendant No. 2.....2nd Mortgagee.]

(Order XXXIV, rules 2 and 4.)

(TITLE.)

The suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on the mortgage mentioned in the plaint calculated up to this day of in the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) incurred by the plaintiff in respect of the mortgage-security with interest thereon and the sum of Rs for the costs of this suit awarded to the plaintiff, making in all the sum of Rs.

(*Similar declarations to be introduced with regard to the amount due to defendant No. 2 in respect of his mortgage if the mortgage money due thereunder has become payable at the date of the suit.*)

2. It is further declared that the plaintiff is entitled to payment of the amount due to him in priority to defendant No. 2* [or (if there are several subsequent mortgagees) that the several parties hereto are entitled in the following order to the payment of the sums due to them respectively :—].

3. And it is hereby ordered and decreed as follows :—

(i) (a) that defendants or one of them do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs. due to the plaintiff ; and

(b) that defendant No. 1 do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs. due to defendant No. 2 ; and

(ii) that, on payment of the sum declared to be due to the plaintiff by defendants or either of them in the manner prescribed in clause (i) (a) and no payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant No. (who has made the payment) or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims, and also free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant No. (who has made the payment) quiet and peaceable possession of the said property.

* Words not required to be deleted.

(*Similar declarations to be introduced, if defendant No. 1 pays the amount found or declared to be due to defendant No. 2 with such variations as may be necessary having regard to the nature of his mortgage.*)

4. And it is hereby further ordered and decreed that, in default of payment as aforesaid of the amount due to the plaintiff, the plaintiff shall be at liberty to apply to the Court for a final decree—

(*i*)* [*in the case of a mortgage by conditional sale or an anomalous mortgage where the only remedy provided for in the mortgage-deed is foreclosure and not sale*] that the defendants jointly and severally shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver to the plaintiff quiet and peaceable possession of the said property ; or

(*ii*)* [*in the case of any other mortgage*] that the mortgaged property or a sufficient part thereof shall be sold ; and that for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property ; and

(*iii*) *[*in the case where a sale is ordered under clause ii (ii) above*] that the money realized by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may have been passed in this suit and in payment of the amount which the Court may adjudge due to the plaintiff in respect of such costs of this suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be applied in payment of the amount due to defendant No. 2 ; and that if any balance be left, it shall be paid to the defendant No. 1 or other persons entitled to receive the same ; and

(*iv*) that, if the money realized by such sale shall not be sufficient for payment in full of the amounts due to the plaintiff and defendant No. 2, the plaintiff or defendant No. 2 or both of them, as the case may be, shall be at liberty (when such remedy is open under the terms of their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amounts remaining due to them respectively.

5. And it is hereby further ordered and decreed—

(a) that if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, but defendant No. 1 makes default in the payment of the said amount, defendant No. 2 shall be at liberty to apply to the Court to keep the plaintiff's mortgage alive for his benefit and to apply for a final decree (*in the same manner as the plaintiff might have done under clause 4 above*)—

*[(*i*) that defendant No. 1 shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver up to defendant No. 2 quiet and peaceable possession of the said property ;] or

*[(*ii*) that the mortgaged property or a sufficient part thereof be sold and that for the purposes of such sale defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property ;]

* Words not required to be deleted.

and (b) (if on the application of defendant No 2 such a final decree for foreclosure is passed), that the whole of the liability of defendant No. 1 arising from the plaintiff's mortgage or from the mortgage of defendant No. 2 or from this suit shall be deemed to have been discharged and extinguished.

6. And it is hereby further ordered and decreed * [*in the case where a sale is ordered under clause 5 above*]—

(*i*) that the money realized by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount paid by defendant No. 2 in respect of the plaintiff's mortgage and the costs of the suit in connection therewith and in payment of the amount which the Court may adjudge due in respect of subsequent interest on the said amount; and that the balance, if any, shall then be applied in payment of the amount adjudged due to defendant No. 2 in respect of his own mortgage under this decree and any further orders that may be passed and in payment of the amount which the Court may adjudge due in respect of such costs of this suit and such costs, charges and expenses as may be payable to defendant No. 2 under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to defendant No. 1 or other persons entitled to receive the same; and

(*ii*) that if the money realized by such sale shall not be sufficient for payment in full of the amount due in respect of the plaintiff's mortgage or defendant No. 2's mortgage, defendant No. 2 shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amount of the balance.

7. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 13.

Preliminary decree for redemption of prior mortgage and foreclosure or sale in subsequent mortgage.

[Plaintiff.....2nd Mortgagee,

vs.

Defendant No. 1.....Mortgagor,
Defendant No. 2.....1st Mortgagee.]

(Order XXXIV, rules 2, 4 and 7.)

(TITLE.)

The suit coming on this day, etc.; It is hereby declared that the amount due to defendant No. 2 on the mortgage mentioned in the plaint calculated up to this day of is the sum of Rs for principal, the sum of Rs. for interest on the said principal, the sum of Rs for costs, charges and expenses (other than the costs of the suit) properly

* Words not required to be deleted.

incurred by defendant No. 2 in respect of the mortgage-security with interest thereon and the sum of Rs. for the costs of this suit awarded to defendant No. 2, making in all the sum of Rs. .

(Similar declarations to be introduced with regard to the amount due from defendant No. 1 to the plaintiff in respect of his mortgage if the mortgagemoney due thereunder has become payable at the date of the suit.)

2. It is further declared that defendant No. 2 is entitled to payment of the amount due to him in priority to the plaintiff * [or (if there are several subsequent mortgagees) that the several parties hereto are entitled in the following order to the payment of the sums due to them respectively:—].

3. And it is hereby ordered and decreed as follows:—

(i) (a) that the plaintiff or defendant No. 1 or one of them do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs. due to defendant No. 2; and

(b) that defendant No. 1 do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs. due to the plaintiff; and

(ii) that, on payment of the sum declared due to defendant No. 2 by the plaintiff and defendant No. 1 or either of them in the manner prescribed in clause (i) (a) and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, defendant No. 2 shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff or defendant No. 1 (whoever has made the payment), or to such person as he appoints, and defendant No. 2 shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by defendant No. 2 or any person claiming under him or any person under whom he claims, and also free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the plaintiff or defendant No. 1 (whoever has made the payment) quiet and peaceable possession of the said property.

(Similar declarations to be introduced, if defendant No. 2 pays the amount found or declared due to the plaintiff with such variations as may be necessary having regard to the nature of his mortgage.)

4. And it is hereby further ordered and decreed that, in default of payment as aforesaid, of the amount due to defendant No. 2, defendant No. 2 shall be at liberty to apply to the Court that the suit be dismissed or for a final decree—

(i) * [*in the case of a mortgage by conditional sale or an anomalous mortgage where the only remedy provided for in the mortgage-deed is foreclosure and not sale*] that the plaintiff and defendant No. 1 jointly and severally shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver

* Words not required to be deleted.

to the defendant No. 2 quiet and peaceable possession of the said property; or

(*ii*) * [*in the case of any other mortgage*] that the mortgaged property or a sufficient part thereof shall be sold; and that for the purposes of such sale defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property; and

(*iii*) * [*in the case where a sale is ordered under clause 4 (ii) above*] that the money realized by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to defendant No. 2 under the decree and any further orders that may be passed in this suit and in payment of the amount which the Court may adjudge due to defendant No. 2 in respect of such costs of the suit and such costs, charges and expenses as may be payable to the plaintiff under rule 20, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908; and that the balance, if any, shall be applied in payment of the amount due to the plaintiff and that, if any balance be left, it shall be paid to defendant No. 1 or other person entitled to receive the same; and

(*iv*) that, if the money realized by such sale shall not be sufficient for payment in full of the amounts due to defendant No. 2 and the plaintiff, defendant No. 2 or the plaintiff or both of them, as the case may be, shall be at liberty (when such remedy is open under the terms of their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amounts remaining due to them respectively.

5. And it is hereby further ordered and decreed,—

(a) that, if the plaintiff pays into Court to the credit of this suit the amount adjudged due to defendant No. 2, but defendant No. 1 makes default in the payment of the said amount, the plaintiff shall be at liberty to apply to the Court to keep defendant No. 2's mortgage alive for his benefit and to apply for a final decree (*in the same manner as the defendant No. 2 might have done under clause 4 above*)—

* [(*i*) that defendant No. 1 shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property,] or

* [(*ii*) that the mortgaged property or a sufficient part thereof be sold and that for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property,]

and (*b*) (if on the application of defendant No. 2 such a final decree for foreclosure is passed), that the whole of the liability of defendant No. 1 arising from the plaintiff's mortgage or from the mortgage of defendant No. 2 or from this suit shall be deemed to have been discharged and extinguished.

6. And it is hereby further ordered and decreed (*in the case where a sale is ordered under clause 5 above*)—

(*i*) that the money realized by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount paid by the plaintiff in respect of defendant No. 2's mortgage and the costs of the suit in

* Words not required to be delivered.

connection therewith and in payment of the amount which the Court may adjudge due in respect of subsequent interest on the said amount, and that the balance, if any, shall then be applied in payment of the amount adjudged due to the plaintiff in respect of his own mortgage under this decree and any further orders that may be passed and in payment of the amount which the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable to the plaintiff under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to defendant No. 1 or other person entitled to receive the same; and

(*c*) that, if the money realised by such sale shall not be sufficient for payment in full of the amount due in respect of defendant No. 2's mortgage or the plaintiff's mortgage, defendant No. 2 shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amount of the balance.

7. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 11.

Preliminary decree for sale.

[Plaintiff—Sub or derivative mortgagee,

versus

Defendant No. 1,—Mortgagor.

Defendant No. 2,—Original mortgagee.]

(Order XXXIV, rule 4.)

(TITLE.)

This suit coming on this day, etc.; It is hereby declared that the amount due to defendant No. 2 on his mortgage calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon and the sum of Rs. for the costs of the suit awarded to defendant No. 2, making in all the sum of Rs.

(*Similar declarations to be introduced with regard to the amount due from defendant No. 2 to the plaintiff in respect of his mortgage.*)

2. And it is hereby ordered and decreed as follows :—

(*i*) that defendant No. 1 do pay into Court on or before the said day of or any later date up to which time for payment may be extended by the Court the said sum of Rs. due to defendant No. 2,

(*Similar declarations to be introduced with regard to the amount due to the plaintiff, defendant No. 2 being at liberty to pay such amount.*)

(*ii*) that, on payment of the sum declared due to defendant No. 2 by defendant No. 1 in the manner prescribed in clause 2 (*i*) and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff and defendant No. 2 shall bring into Court all documents in their possession or power relating to the mortgaged property in the plaint mentioned, and all such documents (except such as relate only to the sub-mortgage) shall be delivered over to defendant No. 1, or to such person as he appoints, and defendant No. 2 shall, if so required, re-convey or re-transfer the property to defendant No. 1 free from the said mortgage clear of and from all incumbrances created by defendant No. 2 or any person claiming under him or any person under whom he claims and free from all liability arising from the mortgage or this suit and shall, if so required, deliver up to defendant No. 1 quiet and peaceable possession of the said property ; and

(*iii*) that, upon payment into the Court by defendant No. 1 of the amount due to defendant No. 2, the plaintiff shall be at liberty to apply for payment to him of the sum declared due to him together with any subsequent costs of the suit and other costs, charges and expenses, as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908 ; and that the balance, if any, shall then be paid to defendant No. 2 ; and that if the amount paid into the Court be not sufficient to pay in full the sum due to the plaintiff, the plaintiff shall be at liberty (if such remedy is open to him by the terms of the mortgage-deed or is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 2 for the amount of the balance.

3. And it is further ordered and decreed that if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, the plaintiff shall bring into the Court all documents, etc. (*as in sub-clause* (*ii*) *of clause 2*).

4. And it is hereby further ordered and decreed that, in default of payment by defendants Nos. 1 and 2 as aforesaid, the plaintiff may apply to the Court for a final decree for sale, and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold; and that for the purposes of such sale the plaintiff and defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

5. And it is hereby further ordered and decreed that the money realized by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount due to the plaintiff as specified in clause 1 above with such costs of the suit and other costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be applied in payment of the amount due to defendant No 2; and that, if any balance be left, it shall be paid to defendant No. 1 or other persons entitled to receive the same.

6. And it is hereby further ordered and decreed that, if the money realized by such sale shall not be sufficient for payment in full of the amounts payable to the plaintiff and defendant No. 2, the plaintiff or defendant No. 2 or both of them, as the case may be, shall be at liberty (if such remedy is open under their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 2 or defendant No. 1 (as the case may be) for the amount of the balance.

7. And it is hereby further ordered and decreed that, if defendant No 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, but defendant No. 1 makes default in payment of the amount due to defendant No. 2, defendant No 2 shall be at liberty to apply to the Court for a final decree for foreclosure or sale (as the case may be)—(*declarations in the ordinary form to be introduced according to the nature of defendant No. 2's mortgage and the remedies open to him thereunder*).

8. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

SCHEDULE II.

(*See section 2*)

Enactments Repealed.

1	2	3	4
Year.	No.	Short title.	Extent of repeal.
		(a) *Act of the Governor General in Council*:	
1916	XV	The Hindu Disposition of Property Act, 1916.	The whole.
		(b) *Act of the Indian Legislature*:	
1921	VIII	The Hindu Transfers and Bequests (City of Madras) Act, 1921.	The whole.
		(c) *Act of the Governor of Fort St. George in Council*:	
1914	I	The Hindu Transfers and Bequests Act, 1914.	The whole.

STATEMENT OF OBJECTS AND REASONS.

The Bill is sufficiently explained in the Report of the Special Committee printed as an accompaniment to the Statement of Objects and Reasons of the Transfer of Property (Amendment) Bill.

The 17th August 1927. W. T. M. WRIGHT.

W. T. M. WRIGHT,
Offg. Secy. to the Govt. of India, Legislative Dept.

(Republished by order of His Excellency the Governor in Council.)

P. SITARAMAYYA,
Secy. to Govt., Law (Legislative) Dept.

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SUPPLEMENT TO PART II

OF

THE FORT ST. GEORGE GAZETTE

No. 36] MADRAS, TUESDAY EVENING, SEPTEMBER 6, 1927. [Price, 6 pies.

ABSTRACT OF SEASON REPORTS FOR THE WEEK ENDING 3rd SEPTEMBER 1927.

GENERAL SUMMARY.

Rainfall very heavy in South Kanara; heavy in Vizagapatam (Agency) and West Godavari; moderate in Ganjam, Vizagapatam (Littoral), East Godavari, Guntur, Nellore and Malabar; fair in Kistna, Kurnool and the Nilgiris; light or nil elsewhere. Transplantation or sowing of paddy in parts of the Circars, the Deccan, and the Carnatic, Coimbatore, Trichinopoly, Tanjore, Madura, Malabar and the Nilgiris and ragi in West Godavari, Chingleput, Coimbatore, Trichinopoly and Ramnad, and sowing of cholam in West Godavari, Cuddapah, Trichinopoly, Madura and Ramnad and cumbu in West Godavari, Coimbatore, Trichinopoly and Ramnad proceeding. Standing crops generally fair to good but withering for want of rain in parts of Kurnool, Bellary, Chittoor and Salem. Harvest of paddy in Coimbatore and the West Coast, cholam in Chittoor, Coimbatore, Madura and Ramnad, cumbu in parts of the Central districts, ragi in Vizagapatam, Chittoor, Coimbatore and Ramnad and gingelly in Vizagapatam, West Godavari, Chingleput and North Arcot proceeding; outturn generally poor to normal. Water-supply generally sufficient in the Circars, Kurnool, Coimbatore, Tanjore, the West Coast, the Nilgiris and the Periyar area of Madura and inadequate in parts of other districts. Pasture scarce in parts of Bellary, Nellore, the Central districts, Madura and Tinnevelly. Fodder generally sufficient except in parts of Vizagapatam, East and West Godavari, Bellary, Cuddapah, Nellore, and Chittoor. Prices steady. Prospects normal and generally satisfactory except in parts of the Carnatic, Bellary, Anantapur, Chitoor, Salem, non-Periyar areas of Madura, Ramnad and Tinnevelly.

B. G. HOLDSWORTH,
Secretary.

BOARD (LAND REVENUE AND SETTLEMENT),
MADRAS, *5th September 1927.*

11-Sup.-1

DISTRICT REPORTS.

GANJAM.

2·5 inches of rain in the week. Rainfall general; over 9 inches at Tekkali. Water-supply sufficient. 25·56 feet of water in the Surada reservoir; 4·25 feet in the Russellkonda reservoir. Transplantation of paddy concluding. Standing crops fair. Employment available. Grain-stocks sufficient. Prospects promising.

VIZAGAPATAM.

1·1 inches of rain in the plains and 3·5 inches in the Agency; over 11 inches at Nowrangapur. Water-supply sufficient except in *the Narsapatam division.* Transplantation of paddy proceeding. Standing crops thriving. Harvest of ragi, jute and gingelly proceeding; outturn fair. Employment available. Grain-stocks sufficient. Prospects normal. Fall in the price of ragi at Chipurupalle.

EAST GODAVARI.

2 inches of rain in the week. Rainfall general; over 4 inches at Bhadrachalam, Venkatapur and Amalapuram. Water-supply sufficient. The Godavari 6·3 feet above the crest of the anicut. Transplantation of paddy proceeding. Standing crops fair. Employment available. Grain stocks sufficient. Prospects normal.

WEST GODAVARI.

3·1 inches of rain in the week. Rainfall general; over 4 inches at Kumarampalem. Water-supply sufficient. Transplantation of paddy, cholam and ragi and sowing of cumbu and groundnut proceeding. Standing crops good. Harvest of gingelly proceeding; outturn fair to normal. Employment available. Grain stocks sufficient. Prospects good.

KISTNA.

0·7 inch of rain in the week. Water-supply sufficient. The Kistna 6·2 feet above the crest of the anicut. Standing crops thriving. Employment available. Grain stocks sufficient. Prospects good.

GUNTUR.

1·2 inches of rain in the week. Rainfall fairly general; over 3 inches at Bapatla. Water-supply sufficient except in the Vinukonda and Guntur

taluks. Standing crops fair. Employment available. Grain stocks generally sufficient. Prospects good; more rain required in parts of Ongole taluk.

KURNOOL.

0·8 inch of rain in the week; over two inches at Koilkuntla. Water-supply generally sufficient. The Kurnool-Cuddapah canal flowing. The Tungabhadra 1·9 feet above crest. Average discharge through the head sluice at Sunkesula 1,981 cubic feet per second. Standing crops generally fair, but withering for want of rain in parts of the Cumbum and Pattikonda taluks. Employment available. Grain stocks generally sufficient. Prospects normal. Rain urgently required in parts for standing crops.

BELLARY.

Light showers in the week. Water-supply for irrigation sufficient in wells and river channels. Supply insufficient in most of the tanks and in the spring channels of Rayadrug taluk. Drinking water sufficient except in a few villages and in Adoni and Rayadrug towns. Sowing of paddy concluding in two taluks. Standing crops fair but withering in parts for want of rain. Employment available. Grain stocks sufficient except in parts of one taluk. Prospects not promising. Rain urgently needed for the standing crops.

ANANTAPUR.

Light showers in the week. Water-supply sufficient for drinking purposes and insufficient for irrigation except under wells and river channels and some tanks in the Kadiri taluk. Sowing of paddy proceeding in parts. Standing unirrigated dry crops fair but are beginning to wither for want of rain. Employment generally available. Grain stocks sufficient. Prospects not encouraging. Rain urgently needed for standing dry crops.

CUDDAPAH.

Light showers in the week. Water-supply generally sufficient except in parts of the Puhvendla, Rajampet and Siddhavattam taluks. Sowing of paddy and cholam proceeding in one taluk. Standing crops fair, but beginning to wither in parts of the Siddhavattam and Rayachoti taluks. Harvest of korra proceeding in one taluk; outturn fair. Employment available. Grain stocks sufficient. Prospects normal. More rain needed to fill tanks and for standing crops.

NELLORE.

1·2 inches of rain in the week; over 3 inches at Rapur. Deltaic tanks contain sufficient supply for irrigation. Non-deltaic tanks in Rapur, Venkatagiri, Atmakur, Kavali, Kandukur, Kanigiri and Darsi contain supply ranging from a fortnight to three months. 12·2 feet of water in the Kanigiri reservoir. Supply in wells sufficient in Nellore, Kavali, Udayagiri, Kanigiri, Kandukur, Atmakur, Darsi and Kovur. River channels flowing. Supply for drinking purposes sufficient, except in the Gudur taluk and the Venkatagiri division. Standing crops fair. Employment generally available. Grain stocks sufficient. Prospects normal in Sulurpet and Udayagiri, improving in Rapur and Venkatagiri and fair elsewhere except in parts of Gudur.

CHINGLEPUT.

Light showers in the week. A few big tanks in Chingleput, Saparambadur and Conjeeveram taluks contain supplies ranging from ten days to two months. The rest are dry. River and spring channels flowing. Sowing of paddy and transplantation of ragi proceeding in parts. Standing crops fair. Harvest of gingelly proceeding in one taluk; outturn poor to fair. Employment available. Grain stocks sufficient. Prospects encouraging on the whole. *More rain needed.*

SOUTH ARCOT.

Light showers in the week. Water-supply for irrigation insufficient in all taluks except Chidambaram. Drinking water sufficient except in parts of the Tirukkoyilur and Cuddalore taluks. Transplantation of paddy proceeding in parts. Standing crops generally fair. Employment available. Grain stocks sufficient. Prospects not encouraging. Rain urgently needed.

CHITTOOR.

Light showers in the week; over one inch at Kalahasti. Water-supply scanty in wells except in the Venkatagirikota and Pungenur divisions and the Madanapalle taluk and below normal in tanks. A few river channels are flowing slightly. Drinking water scarce in parts of the Tiruttani and Putter divisions and of the Vayalpad and Chandragiri taluks. Sowing of dry crops proceeding in parts. Standing crops generally fair but dry crops withering in parts of the Palmaner and Vayalpad taluks for want of rain. Harvest of cholam, cumbu, ragi, groundnut and samai proceeding in parts; outturn fair. Employment available. Grain stocks sufficient. Prospects fair but *rain urgently needed for raising wet crops and for the standing dry crops.*

NORTH ARCOT.

Light showers in the week. Water supply insufficient in wells and scanty or nil in spring channels. A few tanks in all taluks except Arkonam, Vellore, Gudiyattam, Tiruvannamalai and Tiruppattur contain supplies ranging from one week to two months. The rest are dry. Drinking water scarce in parts of Tiruvannamalai taluk and Koppam division. Standing crops fair. Harvest of cumbu and gingelly proceeding; outturn poor to fair. Employment available. Grain stocks generally sufficient. Prospects normal. More rain required for standing crops and to fill irrigation sources.

SALEM.

Light showers in the week; over 2 inches at Salem. Water-supply sufficient for drinking purposes, except in parts of the Krishnagiri and Uttangarai taluks and insufficient for irrigation except in parts of Omalur and under the Cauvery channels in the Namakkal taluk. Standing crops fair but dry crops in parts of Dharmapari and Hosur withering for want of rain. Employment available. Grain stocks generally sufficient. Prospects indifferent. Heavy rain needed to fill irrigation sources and for standing crops.

COIMBATORE.

Light showers in the week, over one inch at Kollegal and on the Anamalai Hills. Water supply sufficient in tanks and channels and generally sufficient in drinking water wells. Supply in garden wells sufficient except in two taluks and in parts of four others. Nine feet of water in the Cauvery at Erode. Transplantation of paddy and ragi and sowing of cumbu and planting of sugarcane proceeding in parts. Standing crops generally fair to good. Harvest of paddy, cholam, cumbu, ragi and groundnut and cutting of sugarcane proceeding; outturn of cholam and groundnut poor to fair; rest fair to normal. Employment available. Grain stocks sufficient. Prospects generally normal. Rain urgently required in five taluks.

TRICHINOPOLY.

Light local showers in the week. Water-supply sufficient for irrigation in rivers, channels and river-fed tanks but insufficient in wells in parts. No supply in rain-fed tanks. Sowing and transplantation of paddy and ragi and sowing of cholam and cumbu proceeding in parts. Standing crops fair. Employment available. Grain stocks sufficient. Prospects fair. Rain needed in upland tracts.

TANJORE.

A few local showers in the week. Water-supply sufficient. Height of water at the Grand Anicut 2·5 feet above crest. The discharge in the Coleroon northern and southern branches was 5·0 feet and 4·7 feet respectively. Transplantation of paddy proceeding. Standing paddy crop fair. Employment available. Grain stocks sufficient. Prospects normal.

MADURA.

Light showers in the week; over one inch at Uthamapatti. Water-supply sufficient in the Periyar area and insufficient in tanks elsewhere. Supply for drinking purposes insufficient in the non-Periyar area of the Melur taluk. Average discharge through the Periyar main canal 1,104 cusecs. Transplantation of paddy proceeding slowly in the Periyar area owing to insufficient supply. Sowing of cholam proceeding. Standing paddy crop in the Periyar area good. Harvest of cholam proceeding; outturn poor to fair. Employment available. Grain stocks sufficient. Prospects normal in the Periyar area and fairly satisfactory in the Tirumangalam taluk and the non-Periyar area of Madura, Melur and Nilakottai, but less satisfactory in the Dindigul and Palni taluks owing to want of rain.

RAMNAD.

Light showers in the week. Water-supply generally sufficient for drinking purposes; sufficient for irrigation in the Aruppukkottai and Madukkulattur taluks and parts of Tiruvadanai and Sivaganga taluks and insufficient elsewhere. Sowing of cholam, cumbu, ragi and gingelly proceeding in one taluk. Harvest of cholam and ragi and picking of cotton proceeding; outturn of cholam and ragi poor; cotton, fair. Employment available. Grain stocks sufficient. Prospects improving; more rain needed.

TINNEVELLY.

Light local showers in the week. Water-supply insufficient. No flow over the Srivaikuntam anicut. Discharge barely sufficient. Standing crops fair. Employment available. Grain stocks sufficient. Prospects not promising at present.

MALABAR.

1·4 inches of rain in the week; over 4 inches at Kuttiadi. Water-supply sufficient. Transplantation of first crop paddy proceeding in one taluk; sowing of second crop paddy proceeding in four taluks. Standing crops good. Harvest of paddy proceeding in parts; outturn fair to normal. Employment available. Grain stocks sufficient. Prospects good.

SOUTH KANARA.

6·5 inches of rain in the week. Rainfall general; over 10 inches at Karkal. Water-supply sufficient. Standing crops good. Harvest of paddy commenced in one taluk; outturn normal. Employment available. Grain stocks sufficient. Prospects good.

THE NILGIRIS.

0·5 inch of rain in the week. Water-supply sufficient. Transplantation of paddy proceeding in the Gudalur taluk. Standing crops fair. Picking of tea proceeding; outturn fair. Employment available. Grain stocks sufficient. Prospects normal.

NOTE.—*Pasture* is scarce in the Rayadrug and Bellary taluks of Bellary, parts of the Rajampet taluk of Cuddapah, the Gudur and Udayagiri taluks and the Venkatagiri division of Nellore, the Madurantakam taluk of Chingleput, the Chandragiri taluk and parts of the Chittoor, Palmaner, Vayalpad and Madanapalle taluks and the Tiruttani division of Chittoor, the Tiruvannamalai and Cudalore taluks and the Kuppam division of North Arcot, parts of the Uttangarai and Krishnagiri taluks of Salem, the Erode, Dharapuram and Udumalpet taluks and parts of the Avanashi and Bhavani taluks of Coimbatore, parts of the Pattambar taluk and the Manaparai division of Trichinopoly, the Dindigul and Palni taluks and parts of the Periyakulam taluk of Madura, parts of the Tiruppattur taluk of Ramnad and the Sankaranayinarkoil and Tinnevelly taluks and the Sattangulam division of Tinnevelly.

Fodder is insufficient in the Sompeta taluk of Ganjam, the Gunupur and Sarvasiddi taluks of Vizagapatam, the Bhadrachalam and Nagar taluks of East Godavari, the upland taluks of West Godavari, the Nuzvid division of Kistna, the Addanki division of Guntur, parts of the Markapur taluk of Kurnool and the Adoni, Alur, Bellary and Rayadrug taluks of Bellary and the Rayachoti, Badvel and Siddhavattam taluks of Cuddapah, the Gudur and Rapur taluks and the Darsi and Venkatagiri divisions of Nellore, parts of the Madurantakam taluk of Chingleput and of the Kallakkurichchi taluk of South Arcot, the Chandragiri taluk and parts of the Chittoor and Madanapalle taluks of Chittoor and the Manaparai division of Trichinopoly.

Cattle disease.—Anthrax is reported from the Peddapur and Rajahmundry taluks and the Yellavaram division of East Godavari, the Tanuku taluk of West Godavari, the Pattikonda taluk of Kurnool, the Rayadrug taluk of Bellary, the Sulurpet division of Nellore, the Sriperumbudur and Conjeeveram taluks of Chingleput, the Tiruttani division of Chittoor, the Hosur taluk of Salem, the Nanguneri taluk of Tinnevelly and the Pathur taluk of South Kanara.

Blackquarter is reported from the Dhone taluk of Kurnool, the Pamidimdi, Hindupur, Madakasira and Kadiri taluks of Anantapur, the Palmaner taluk of Chittoor, the Tiruvannamalai, Wandiwash and Polur taluks and the Kuppam division of North Arcot and the Dharmapuram taluk of Coimbatore.

Rinderpest is reported from the Goomsur taluk of Ganjam, the Peddapur and Rajahmundry taluks and the Yellavaram division of East Godavari, the Kaikalur taluk of Kistna, the Masulipatam division of Guntur, the Kurnool and Pattikonda taluks of Kurnool, the Alur, Adoni, Kudligi, Rayadrug and Bellary taluks of Bellary, the Dharmavaram, Anantapur and Gooty taluks of Anantapur, the Kovur and Koyil taluks and the Sindhanur and Sulurpet divisions of Nellore, the Conjeeveram, Tirurallur and Madurantakam taluks of Chingleput, the Gobichettipalayam taluk of Coimbatore, the Pennagaram taluk of Malabar and the Gudalur taluk of the Nilgiris.

Foot-and-mouth disease is reported from the Goomsur taluk of Ganjam, the Nandigama taluk and the Jaggayyapeta division of Kistna and the Masulipatam division of Guntur, the Cumbum and Nandyal taluks of Kurnool and the Harpanahalli taluk of Bellary.

RAINFALL AND PRICES OF THE STAPLE FOOD GRAINS FOR THE WEEK ENDING 3RD SEPTEMBER 1927.

	District.	Rainfall in inches. In the week. 1927.	Rainfall in inches. In the week. Average upto the week ending 1926	Rainfall in inches. Up to the end of the week from 1st April. 1927.	Rainfall in inches. Up to the end of the week from 1st April. Average of 35 years ending 1925.	Price in Seers (of 80 Tolas) per Rupee. Rice. Corresponding week of the previous year	Rice. Last week.	Rice. This week.	Ragi. Corresponding week of the previous year.	Ragi. Last week.	Ragi. This week.	Cholam. Corresponding week of the previous year.	Cholam. Last week.	Cholam. This week.	Cumbu. Corresponding week of the previous year.	Cumbu. Last week.	Cumbu. This week.	District.	
Circars.	Ganjam	2·3	2·3	34·1	22·8	6·3	5·7	5·8	11·1	11·5	11·5	..	..	..	..	..	..	Ganjam	Circars.
	Vizagapatam. A.	3·3	*2·0	47·2	*41·6	6·2	6·0	6·0	12·3	(a)11·2	11·4	10·1	9·7	9·7	11·0	10·8	10·9	Vizagapatam. A.	
	Vizagapatam. L	1·1	*1·5	25·6	*22·1													Vizagapatam. L	
	East Godavari	2·0	1·6	25·8	24·6	5·0	5·8	6·6	11·1	10·1	10·0	10·8	9·3	9·3	11·9	10·4	10·4	East Godavari	
	West Godavari	3·1	1·7	30·0	22·5	6·2	5·8	5·8	10·3	9·3	9·4	9·5	8·0	8·0	9·0	9·0	9·0	West Godavari	
	Kistna	0·7		22·1		5·6	5·3	5·3	10·6	8·9	8·6	8·3	7·3	7·5	8·0	8·0	8·0	Kistna	
	Guntur	1·2	1·3	15·4	16·8	5·5	5·5	5·5	11·2	9·3	9·2	9·1	8·1	8·1	8·9	7·7	7·7	Guntur	
Deccan.	Kurnool	0·8	1·2	13·2	14·0	5·4	(a)5·4	5·4	10·0	9·3	9·3	11·7	9·7	9·8	9·4	8·5	8·3	Kurnool	Deccan.
	Bellary	0·2	1·0	9·0	12·7	4·2	4·8	4·8	12·4	11·6	11·6	11·5	9·3	9·2	..	..	..	Bellary	
	Anantapur	0·1	1·0	9·4	10·8	5·6	5·3	5·3	11·7	10·1	10·1	10·6	8·9	8·8	11·1	9·7	9·6	Anantapur	
	Cuddapah	0·3	1·2	10·1	12·7	5·5	4·8	4·8	10·9	9·1	9·1	11·2	8·6	8·7	9·8	9·0	8·9	Cuddapah	
Carnatic.	Nellore	1·2	0·8	8·4	9·5	5·2	5·3	5·3	10·2	8·8	8·9	9·5	8·6	8·1	9·0	7·7	7·7	Nellore	Carnatic.
	Chingleput	0·2	1·2	10·5	13·2	5·0	5·2	5·2	8·5	7·9	7·8	..	..	..	..	..	..	Chingleput	
	Madras	0·3	1·2	9·0	13·0	4·7	4·6	4·5	8·2	7·2	7·4	..	..	..	..	..	..	Madras	
	South Arcot	0·2	1·4	13·2	13·6	5·4	5·1	5·1	8·8	8·4	8·4	..	..	..	7·5	8·1	8·1	South Arcot	
Central.	Chittoor	0·4	1·2	8·1	13·3	5·8	5·2	5·2	10·5	9·1	9·1	..	..	..	10·2	8·8	8·8	Chittoor	Central.
	North Arcot	0·1	1·4	12·5	13·6	5·8	5·3	5·3	8·0	8·2	8·2	..	..	..	8·8	8·0	8·2	North Arcot	
	Salem	0·4	1·4	10·2	10·7	4·9	4·3	4·9	8·9	8·9	8·9	8·0	7·5	7·5	8·6	7·0	8·8	Salem	
	Coimbatore	0·2	0·8	10·0	11·4	4·9	4·0	4·9	8·2	8·2	8·2	7·7	7·8	7·9	8·3	8·0	9·0	Coimbatore	
	Trichinopoly	Nil	1·1	10·5	12·6	4·6	4·0	3·0	8·4	8·1	8·1	8·1	7·2	7·2	7·8	7·4	7·4	Trichinopoly	
South.	Tanjore	0·1	1·2	7·2	12·2	5·1	5·3	5·3	8·5	8·9	8·9	..	..	..	..	..	..	Tanjore	South.
	Madura	0·3	0·8	11·7	10·8	5·2	4·9	4·9	8·5	8·6	8·6	9·9	9·0	9·0	7·8	7·3	7·2	Madura	
	Ramnad	0·2	0·7	13·8	8·2	5·1	4·7	4·7	9·2	8·0	7·9	9·2	9·5	9·5	7·2	8·2	8·8	Ramnad	
	Tinnevelly	Nil	0·2	8·8	5·3	5·3	5·4	5·4	8·7	8·4	8·4	8·0	8·3	9·0	7·2	7·6	7·8	Tinnevelly	
West Coast.	Malabar	1·4	2·0	97·6	80·4	5·3	5·1	5·2	..	..	..	..	..	..	..	..	..	Malabar	West Coast.
	South Kanara	2·6	3·8	125·4	125·1	4·9	6·1	6·1	..	..	..	..	..	..	..	..	..	South Kanara	
Hills, The Nilgiris		3·5	2·0	44·9	46·0	4·8	4·9	4·9	8·9	6·9	6·6	..	..	..	..	..	..	Hills, The Nilgiris.	

* Average of 30 years ending 1920. A = Agency. L = Littoral. (a) Revised figure.

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